

## NOTICE

### **THIS MEETING WILL BE CONDUCTED VIA WEBINAR/TELECONFERENCE. THE COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC.**

Pursuant to Executive Orders issued by Governor Newsom to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, this meeting will be conducted remotely via the ZOOM virtual meeting platform. In compliance with the Executive Orders, there will be no in-person meeting location, however the public may participate using any of the remote methods described below.

### LISTEN TO THE MEETING LIVE VIA ZOOM

Members of the public may participate in this meeting by joining the ZOOM conference via PC, Mac, iPad, iPhone, or Android device using the URL:

<https://zoom.us/j/93717150550>

### LISTEN TO THE MEETING LIVE VIA TELEPHONE

The public may participate via phone only (without a computer/smart device) by dialing the below numbers:

**Dial Number: 1 (669) 900 - 6833**

**Meeting ID: 937 - 1715 - 0550**

**ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING.  
THOSE WHO WISH TO SPEAK WILL BE UNMUTED AT THE APPROPRIATE TIME.  
PLEASE KEEP YOURSELF ON MUTE WHEN NOT SPEAKING.**

#### **VERBAL PARTICIPATION USING ZOOM**

Please use the "Raise Hand" button to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests comments from the public.

If you want to provide public comments and are using a computer or laptop without a microphone connected or built in, you will also need to call in using the Teleconference Number and Meeting ID highlighted below, and dial your Participant ID on the phone when prompted. Your Participant ID is found in the "Phone Call" tab of the "Join Audio" settings. This option will also switch your audio over to the phone. Please do not use speaker mode and turn off your computer audio when speaking to prevent audio feedback.

#### **VERBAL PARTICIPATION OVER THE PHONE**

Please dial \*6 to toggle mute/unmute, and \*9 to "raise your hand" to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests comments from the public. Do not use the phone's speaker mode when speaking.

#### **ADA COMPLIANCE INFORMATION**

Meetings are accessible to people with disabilities. Requests in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the City Clerk at [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) or call (909) 625-9416. Every attempt will be made to swiftly address each request. (28 CFR 35.102-35.104 ADA Title II)

## PUBLIC COMMENT PROCEDURES

#### **MAKING VERBAL COMMENTS**

To provide verbal comments during the meeting, please visit [www.cityofmontclair.org/cc-comment](http://www.cityofmontclair.org/cc-comment) to fill out a Virtual Speaker Card to request to speak in advance. You may also call the City Clerk in advance at (909) 625-9416 to fill out the Virtual Speaker Card over the phone or e-mail your name, phone number if calling in during the meeting, and subject of comment or agenda item to [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) with "[Meeting Date] Virtual Speaker Card" as the subject line.

Meeting attendees who did not fill out the Virtual Speaker Card in advance will be given an opportunity to speak after those who requested to speak in advance.

#### **SUBMITTING WRITTEN COMMENTS**

Written comments (250 word limit) may be submitted prior to the meeting by filling out the Virtual Speaker Card ([www.cityofmontclair.org/cc-comment](http://www.cityofmontclair.org/cc-comment)), via e-mail ([cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org)), or via U.S. Mail (Mailing Address: City of Montclair, Attn: City Clerk, Re: [Meeting Date] Public Comment, 5111 Benito Street, Montclair, CA 91763), and will be read aloud during the meeting by the City Clerk at the appropriate time.

Please submit all requests to speak or written comments at least one hour prior to the start of the meeting. The City cannot be held responsible for U.S. Mail that does not arrive on time prior to the subject meeting.



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

**AGENDA**

Monday, June 1, 2020  
7:00 p.m.

*As a courtesy, please place yourself on mute while the meeting is in session, unless speaking (Dial \*6 on the phone to toggle mute), and turn off/mute/disable all video/web cameras.*

*Persons wishing to make a public comment or speak on an agenda item, including public hearing and closed session items, are requested to complete a Virtual Speaker Card (VSC) at [www.cityofmontclair.org/cc-comment](http://www.cityofmontclair.org/cc-comment). The Mayor/Chair (or the meeting's Presiding Officer) will recognize those who have submitted a VSC at the time of the item's consideration and invite those individuals to provide comments on the item at that time. Those who did not fill out a VSC will have an opportunity to speak after those who did by using the "raise hand" function on the ZOOM meeting platform or over the phone by dialing \*9.*

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

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

**II. INVOCATION**

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

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. San Bernardino County COVID-19 Update by Fourth District Supervisor and Chair  
of the Board of Supervisors Curt Hagman

**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).*

*If you did not submit a Virtual Speaker Card and would like to speak on an item that is on the agenda, please request to speak during Public Comment to announce the agenda item on which you would like to comment so you may be called on to provide your comments at the time of that item's consideration.*

*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**

- A. First Reading — Consider Ordinance No. 20-990 Amending Certain Sections of Chapter 2.12 of the Montclair Municipal Code Requiring Electronic Filing for Certain Documents Required to be Filed by Elected Officers, Candidates, Committees, and Other Persons or Entities in Relation to General Municipal Elections in the City of Montclair and Making Other Amendments and Corrections to the Code in Relation Thereto [CC]

Consider Setting a Public Hearing for Second Reading and Adoption of Ordinance No. 20-990 for Monday, June 15, 2020 at 7:00 p.m. [CC] 5

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes

- 1. Regular Joint Meeting — May 18, 2020 [CC/SA/MHC/MHA/MCF]

- B. Administrative Reports

- 1. Consider Approval of Lot Line Adjustment No. 2020-1 Affecting Two Parcels Located on the Southeast Corner of Holt Boulevard and Monte Vista Avenue and Authorizing Recordation of the Lot Line Adjustment with the Office of the San Bernardino County Recorder [CC] 11

- 2. Consider Authorizing the Acceptance of a \$49,886 Award from the Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program [CC]

- Consider Authorizing a \$49,886 Appropriation from the Bureau of Justice Assistance Fund to Purchase a LexisNexis Coplogic Desk Officer Reporting System, Electrostatic Sprayers, Disinfecting Solutions, and a Gas Detector [CC] 18

- 3. Consider Approval of Warrant Register & Payroll Documentation [CC] 41

- C. Agreements

- 1. Consider Approval of Agreement No. 20-43 with Consolidated Fire Agencies of San Bernardino County (CONFIRE) for Continued Dispatch and Communication Services [CC] 42

- 2. Consider Approval of Agreement No. 20-44 Amending Agreement No. 19-52 with ServiceMaster 360 Premier Cleaning to Provide Increased Custodial Services at the Family Resource Center [CC] 59

- 3. Consider Approval of Agreement No. 20-45 with Ontario-Montclair School District to Provide Navigation Services for the Homeless Emergency Aid Program [CC] 63

- 4. Consider Approval of Agreement No. 20-54 with San Bernardino County Department of Public Health Preparedness and Response Program for Use of the Montclair Kids Station [CC] 76

- D. Resolutions — None

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. BUSINESS ITEMS**

- A. Consider Receiving and Filing a Report for a Proposed November 3, 2020, Ballot Measure on District Tax No. 2 for the City of Montclair [CC]

Consider Approval of Agreement No. 20-50 with Cerrell Community Education and Outreach Services Related to a Ballot Measure to Establish District Tax No. 2 [CC]

Consider Authorizing a \$57,200 Allocation, Including a \$10,000 Contingency, from the General Fund Reserve Fund for Costs Related to Agreement No. 20-50 [CC]

Consider Providing the City Manager with Direction on a Proposed District No. 2 Tax Rate [CC]

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**XI. COMMUNICATIONS**

- A. City Attorney
- B. City Manager/Executive Director
1. COVID-19 Update
- C. Mayor/Chairperson
- D. Council Members/Directors
- E. Committee Meeting Minutes (*for informational purposes only*)
1. Public Works Committee Meeting — February 20, 2020 [CC]

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**XII. 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, June 15, 2020, at 7:00 p.m.*

*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 Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Pursuant to the Governor's Executive Orders in relation to the COVID-19 pandemic, please call the City Clerk's Office at (909) 625-9416 or send an e-mail to [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) to request such review of items via e-mail. Such documents are posted and may also be viewed on the City's website by clicking the title of the subject meeting at [www.cityofmontclair.org/agendas](http://www.cityofmontclair.org/agendas).*

*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 or e-mail [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org). Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)*

*I, Andrea M. 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 City's website at [www.cityofmontclair.org](http://www.cityofmontclair.org) and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, May 28, 2020.*



# CITY COUNCIL AGENDA REPORT

**DATE:** JUNE 1, 2020

**FILE I.D.:** FPP035

**SECTION:** PUBLIC HEARINGS

**DEPT.:** ADMIN. SVCS.

**ITEM NO.:** A

**PREPARER:** A. PHILLIPS

**SUBJECT:** FIRST READING — CONSIDER ORDINANCE NO. 20-990 AMENDING CERTAIN SECTIONS OF CHAPTER 2.12 OF THE MONTCLAIR MUNICIPAL CODE REQUIRING ELECTRONIC FILING FOR CERTAIN DOCUMENTS REQUIRED TO BE FILED BY ELECTED OFFICERS, CANDIDATES, COMMITTEES, AND OTHER PERSONS OR ENTITIES IN RELATION TO GENERAL MUNICIPAL ELECTIONS IN THE CITY OF MONTCLAIR AND MAKING OTHER AMENDMENTS AND CORRECTIONS TO THE CODE IN RELATION THERETO

CONSIDER SETTING A PUBLIC HEARING FOR SECOND READING AND ADOPTION OF ORDINANCE NO. 20-990 FOR MONDAY, JUNE 15, 2020, AT 7:00 P.M.

**REASON FOR CONSIDERATION:** The City Council is requested to consider conducting the first reading of Ordinance No. 20-990 amending certain sections of Chapter 2.12 of the Montclair Municipal Code requiring electronic filing for certain documents required to be filed by elected officers, candidates, committees, and other persons or entities in relation to general municipal elections in the City of Montclair and making other amendments and corrections to the Code in relation thereto and setting a public hearing for the second reading and adoption of Ordinance No. 20-990 for Monday, June 15, 2020, at 7:00 p.m.

The City Clerk is the filing officer for Fair Political Practices Commission (FPPC) disclosure documents as required by the Political Reform Act including Statements of Economic Interests and Campaign Disclosure Forms. California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file these documents online or electronically with the City Clerk, provided the system used meets certain Secretary of State requirements.

The Ordinance also would correct errors and inconsistencies with state laws that exist in the Code related to the City's elections.

In order to have the Ordinance adopted and in effect by the opening of the nomination period for the November 3, 2020 General Municipal Election, this Ordinance is being presented for first reading at this time instead of being set for a future public hearing. The required public notice for this hearing was provided.

**BACKGROUND:** In preparation for the upcoming election, and with the current COVID-19 pandemic and public health emergency orders in effect, the City has made a concerted effort to reduce the amount of face-to-face contact with staff typically required for candidate and campaign filing processes while also streamlining election filing processes. On May 18, 2020, the City Council approved Agreement No. 20-36 with NetFile, a vendor approved by the Secretary of State to provide an online electronic filing system for FPPC campaign disclosure statements and forms that are required by certain City staff, elected and appointed officials, and political campaign committees.

While Statements of Economic Interest (commonly known as the Form 700) can be accepted as soon as the system is up and running, the acceptance of and requirement for Campaign Disclosure Forms (the 400 series of forms related to election campaign funding) to be filed electronically requires adoption of an ordinance by the City Council.

While reviewing the Municipal Code to determine where to add the new provisions, some errors were discovered in Section 2.12.020 related to the date of the general municipal election and references to a now-repealed section of the Government Code. The corrections to be made to this section are as follows:

1. Section 2.12.020 (A) Municipal Election. — Correction.

In 1991, in accordance with the City's transition from holding stand-alone elections to consolidating with the County of San Bernardino, the City Council adopted Ordinance No. 91-703 to align the date of the City of Montclair's General Municipal Election with the Statewide General Election.

Upon recodification of the Municipal Code in 1999, the existing language in the Code was to be updated to reflect the correct election date in the Code. The original outdated language, incorrectly stating Montclair's General Municipal Elections are held the "second Tuesday in April," was changed to "the second Tuesday in November" when it should have instead been corrected to "the first Tuesday after the first Monday in November;" and

2. Section 2.12.020 (D) Expenditure Ceiling. — Repeal.

Ordinance No. 97-773 enacting this section was adopted by the City Council on October 6, 1997 in response to the voters' passage of California Proposition 208 ("Prop 208," the Campaign Contributions and Spending Limits Initiative) at the November 5, 1996 statewide election, which would have done all of the following:

- a. Limited the amount of campaign contributions that an individual or group could make to a candidate for state and local elective offices;
- b. Prohibited lobbyists from making contributions;
- c. Established voluntary campaign spending limits;
- d. Limited when campaign fund-raising may occur; and
- e. Established penalties for violations of the measures and increased penalties for existing campaign law violations.

Prop 208 was only in place for a year before a federal judge declared it unconstitutional and suspended the measure in January of 1998. Supporters of Prop 208 appealed the decision.

The recodification document for the Montclair Municipal Code, adopted by Ordinance No. 99-791 on June 21, 1999, acknowledges the fact that Section 2.12.020 (D) may require repeal pending the outcome of the appeal of the federal court's Prop 208 decision, which was ultimately denied; however, the section of the code was never removed. The language of Section 2.12.020 (D) in the Montclair Municipal Code refers to "Chapter 5 of Title 9 of the Government Code," a section that no longer exists as part of the California Government Code due to the federal court's nullification of Prop 208.

With the adoption of the proposed Ordinance, the language of Subsection (A) would be corrected, and Subsection (D), as it currently exists in the Code, would be repealed in its entirety and the new provisions for electronic filing would replace it as the new Subsection (D).

**FISCAL IMPACT:** There would be no direct fiscal impact in relation to the City Council's adoption of Ordinance No. 20-990.

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

1. Conduct the first reading of Ordinance No. 20-990 amending certain sections of Chapter 2.12 of the Montclair Municipal Code requiring electronic filing for certain documents required to be filed by elected officers, candidates, committees, and other persons or entities in relation to general municipal elections in the City of Montclair and making other amendments and corrections to the Code in relation thereto; and
2. Set a public hearing for second reading and adoption of Ordinance No. 20-990 for Monday, June 15, 2020, at 7:00 p.m.

**ORDINANCE NO. 20-990**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CERTAIN SECTIONS OF CHAPTER 2.12 OF THE MONTCLAIR MUNICIPAL CODE REQUIRING ELECTRONIC FILING FOR CERTAIN DOCUMENTS REQUIRED TO BE FILED BY ELECTED OFFICERS, CANDIDATES, COMMITTEES, AND OTHER PERSONS OR ENTITIES IN RELATION TO GENERAL MUNICIPAL ELECTIONS IN THE CITY OF MONTCLAIR AND MAKING OTHER AMENDMENTS AND CORRECTIONS TO THE CODE IN RELATION THERETO**

**WHEREAS**, California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk except for when such persons receive contributions totaling less than \$2,000 and make expenditures totaling less than \$2,000; and

**WHEREAS**, on May 18, 2020, the City entered into Agreement No. 20-36 with NetFile, a vendor approved by the California Secretary of State to provide an online electronic filing system ("System") for Fair Political Practices Commission Campaign Disclosure Statements and Statement of Economic Interests forms; and

**WHEREAS**, the System will operate securely and effectively and will not unduly burden filers—specifically, the System will:

1. Ensure the integrity of the data and include safeguards against efforts to tamper with, manipulate, alter, or subvert the data;
2. Only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State's system for receiving an online or electronic filing; and
3. Be available free of charge to filers and to the public for viewing filings; and

**WHEREAS**, the following additional errors have existed in the Montclair Municipal Code relating to elections and campaign responsibilities for some time and should be corrected:

1. Section 2.12.020 (A) Municipal Election. — Correction.

In 1991, in accordance with the City's transition from holding stand-alone elections to consolidating with the County of San Bernardino, the City Council adopted Ordinance No. 91-703 to align the date of the City of Montclair's General Municipal Election with the Statewide General Election.

Upon recodification of the Municipal Code in 1999, the existing language in the Code was to be updated to reflect the correct election date in the Code. The original outdated language, incorrectly stating Montclair's General Municipal Elections are held the "second Tuesday in April," was changed to "the second Tuesday in November" when it should have instead been corrected to "the first Tuesday after the first Monday in November;" and

2. Section 2.12.020 (D) Expenditure Ceiling. — Repeal.

Ordinance No. 97-773 enacting this section was adopted by the City Council on October 6, 1997 in response to the voters' passage of California Proposition 208 ("Prop 208," the Campaign Contributions and Spending Limits Initiative) at the November 5, 1996 statewide election, which would have done all of the following:

- a. Limited the amount of campaign contributions that an individual or group could make to a candidate for state and local elective offices;
- b. Prohibited lobbyists from making contributions;



- c. Established voluntary campaign spending limits;
- d. Limited when campaign fund-raising may occur; and
- e. Established penalties for violations of the measures and increased penalties for existing campaign law violations.

Prop 208 was only in place for a year before a federal judge declared it unconstitutional and suspended the measure in January of 1998. Supporters of Prop 208 appealed the decision.

The recodification document for the Montclair Municipal Code, adopted by Ordinance No. 99-791 on June 21, 1999, acknowledges the fact that Section 2.12.020 (D) may require repeal pending the outcome of the appeal of the federal court's Prop 208 decision, which was ultimately denied; however, the section of the code was never removed. The language of Section 2.12.020 (D) in the Montclair Municipal Code refers to "Chapter 5 of Title 9 of the Government Code,"—a section that no longer exists as part of the California Government Code due to the federal court's nullification of Prop 208.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR HEREBY ORDAINS AS FOLLOWS:**

**SECTION I.** Section 2.12.020 of the Montclair Municipal Code is hereby amended to read as follows:

**2.12.020 – General election – Elective officers, term, and electronic filing of campaign disclosure statements.**

**SECTION II.** Section 2.12.020 (A) of the Montclair Municipal Code is hereby amended to read as follows:

- A. Municipal election. A general municipal election shall be held on the first Tuesday after the first Monday in November of each even-numbered year and shall be consolidated with the statewide general election.

**SECTION III.** Section 2.12.020 (D) of the Montclair Municipal Code is hereby repealed and replaced as follows:

~~D. Expenditure Ceiling:~~

~~1. A voluntary expenditure ceiling of 25 cents per resident for each candidate at a Montclair municipal election at which candidates for Mayor or City Council are on the ballot is imposed.~~

~~2. Each candidate for the office of Mayor or City Council shall file a statement of acceptance or rejection of the voluntary expenditure ceiling before accepting any contributions.~~

~~3. Contribution limitations depend on whether or not the expenditure limit is accepted, and are pursuant to Chapter 5 of Title 9 of the Government Code.~~

D. Electronic filing of campaign disclosure statements.

1. Electronic statement filing. Any elected officer, candidate, committee or other person or entity required to file statements, reports or other documents required by Government Code Section 84100 et seq. must file those statements, reports or other documents online or electronically with the City Clerk. However, an elected officer, candidate, committee or other person or entity receiving contributions totaling less than two thousand dollars (\$2,000) and making expenditures totaling less than two thousand dollars (\$2,000) in a calendar year is not subject to the requirements of this section.

2. Filing of copies electronically. In any instance in which an original statement, report or other document must be filed with the California Secretary of State and a copy of that statement, report or other document is required to be filed with the City Clerk, the filer may, but is not required to, file the copy electronically.

3. If the City Clerk's electronic system is not capable of accepting a particular type of statement, report or other document, an elected officer, candidate, committee or other person shall file that document with the City Clerk in an alternative format.

4. The date of filing for a statement, report, or other document that is filed online or electronically pursuant to this section shall be the day that it is received by the City Clerk. The City Clerk shall issue to a person who files a statement, report, or other document online or electronically an electronic confirmation that notifies the filer that the statement, report, or other document was received. The confirmation shall include the date and the time that the statement, report, or other document was received by the City Clerk and the method by which the filer may view and print the data received by the City Clerk.

**SECTION IV. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

**SECTION V. Effective Date.** This Ordinance shall be in full force and effect thirty (30) days after passage.

**SECTION VI. Posting.** The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

**APPROVED AND ADOPTED** this XX day of XX, 2020.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 20-990 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2020, and finally passed not less than five (5) days thereafter on the XX day of XX, 2020, by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips  
City Clerk



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 1, 2020	<b>FILE I.D.:</b>	LDU155
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	N. CASTILLO
<b>SUBJECT:</b>	CONSIDER APPROVAL OF LOT LINE ADJUSTMENT NO. 2020-1 AFFECTING TWO PARCELS LOCATED ON THE SOUTHEAST CORNER OF HOLT BOULEVARD AND MONTE VISTA AVENUE AND AUTHORIZING RECORDATION OF THE LOT LINE ADJUSTMENT WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER		

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**REASON FOR CONSIDERATION:** Lot Line Adjustments or boundary modifications are permitted under both the subdivision Map Act and the Montclair Municipal Code, subject to approval by the City Council.

**BACKGROUND:** The owner of the two parcels located at the southeast corner of Holt Boulevard and Monte Vista Avenue has requested a realignment of a parcel boundary between the two parcels. A small RV park has been operating at the front property and a storage area has been operating at the rear. The property owner, National Construction Consultants, LLC, desires to adjust property line to keep the RV Park and the storage lot separate.

No buildings or other structures are affected by the realignment, nor are any new parcels being created. Staff has reviewed the proposed realignment, as shown on Exhibits A and B of the lot line adjustment application, and has no objections to the proposed lot line adjustment.

**FISCAL IMPACT:** There is no fiscal impact to the City for the change being proposed.

**RECOMMENDATION:** Staff recommends that the City Council approve Lot Line Adjustment No. 2020-1 affecting two parcels located on the southeast corner of Holt Boulevard and Monte Vista Avenue and authorize recordation of the Lot Line Adjustment with the San Bernardino County Recorder.

RECORDING REQUESTED  
BY AND MAIL TO:

CITY OF MONTCLAIR  
ENGINEERING DIVISION  
P. O. BOX 2308  
MONTCLAIR, CA 91763

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ENGINEERING DIVISION**  
City of Montclair, County of San Bernardino, State of California  
**CERTIFICATE APPROVING LOT LINE ADJUSTMENT NO. 2020 - 1**  
**OWNERS' CERTIFICATE**

WE HEREBY CERTIFY that we are all and the only parties having any record title interest in the property as described in the attached drawing (Exhibit A) and attached description (Exhibit B) and we consent to the preparation and recordation of this certificate and the attached drawing and description.

By: \_\_\_\_\_  
\_\_\_\_\_

Pursuant to Section 66412 (d) of the Government Code of the State of California, the following described property has been reviewed for a lot line adjustment by the City of Montclair, and has been approved by the City of Montclair.

Dated: \_\_\_\_\_  
City Engineer – Montclair, CA

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 \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary



# EXHIBIT "A"

## EXISTING LEGAL DESCRIPTION LLA 2020-1

### PARCEL 1: – EXISTING LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTCLAIR, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 1 AND 2, BLOCK 28, OF MONTE VISTA TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 34 OF MAPS, RECORDS OF SAID COUNTY, ALSO SHOWN ON AMENDED MAP OF PART OF MONTE VISTA TRACT, RECORDED IN BOOK 8, PAGE 73 OF MAPS, RECORDS OF SAID COUNTY, AND ON AMENDED MAP OF PART OF THE MONTE VISTA TRACT, RECORDED IN BOOK 13, PAGE 21, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 2, DISTANT NORTH 88° 16' EAST, 392 FEET FROM THE INTERSECTION OF THE NORTH LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, AND THE CENTER LINE OF MONTE VISTA AVENUE; THENCE NORTH 09° 59' 30" EAST, 626.54 FEET ALONG THE EAST LINE OF LAND CONVEYED BY J. F. LOBINGIER TO W. C. LOOKINGBILL, DATED MAY 18, 1920 AND RECORDED IN BOOK 686, PAGE 358 OF DEEDS, TO A POINT WHICH IS 320 FEET SOUTH MEASURED PARALLEL TO THE EAST LINE OF SAID LOT 2, FROM THE SOUTH LINE OF HOLT AVENUE, AS SHOWN ON SAID MAPS; THENCE NORTH 89° 22' 45" EAST, 160.35 FEET PARALLEL WITH THE SOUTH LINE OF HOLT AVENUE; THENCE NORTH 0° 38' 30" WEST, 320 FEET PARALLEL WITH THE EAST LINE OF SAID LOT 2, TO THE SOUTH LINE OF HOLT AVENUE; THENCE NORTH 89° 22' 45" EAST, 21.53 FEET ALONG THE SOUTH LINE OF HOLT AVENUE OF THE NORTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO JOE STEVENS AND WIFE, BY DEED RECORDED MARCH 11, 1949 IN BOOK 2371, PAGE 556 OFFICIAL RECORDS; THENCE SOUTH 0° 38' 30" EAST, 320 FEET TO THE SOUTHWEST CORNER OF THE LAND SO CONVEYED TO STEVENS; THENCE NORTH 89° 22' 45" EAST, 142 FEET PARALLEL WITH THE SOUTH LINE OF HOLT AVENUE; THENCE SOUTH 0° 38' 30" EAST, 605.48 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT A; THENCE SOUTH 88° 16' WEST, 439.28 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF SAID LOTS 1 AND 2, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION LYING SOUTH OF THE NORTH LINE OF THE EASEMENT FOR PUBIC ROAD AND HIGHWAY PURPOSES CONVEYED TO THE CITY OF MONTCLAIR, BY DEED RECORDED JULY 14, 1970 IN BOOK 7479, PAGE 412, OF OFFICIAL RECORDS OF SAID COUNTY.

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN LOT 1, BLOCK 28, IS ALSO SHOWN ON LICENSED LAND SURVEYOR'S MAP, RECORDED IN BOOK 1 PAGE 135, OF RECORD OF SURVEYS.

APN: 1011-011-01 & 1011-011-10

PREPARED BY:

**T&M**  
**SURVEYING**

531 E. TRENTON AVE.  
ORANGE, CA.  
O-714-912-4042 C-714-906-8771  
WWW.TNMSURVEYING.COM



JN:

-694

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SHEET

2 OF 3

**EXHIBIT "A"**  
**EXISTING LEGAL DESCRIPTION LLA 2020-1**

PARCEL 2: – EXISTING LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTCLAIR, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 1, BLOCK 28, MONTE VISTA TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 34 OF MAPS, RECORDS OF SAID COUNTY, ALSO SHOWN ON AMENDED MAP OF PART OF MONTE VISTA TRACT, RECORDED IN BOOK 8, PAGE 73 OF MAPS, RECORDS OF SAID COUNTY, AND ON AMENDED MAP OF PART OF MONTE VISTA TRACT, RECORDED IN BOOK 13, PAGE 21 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88° 16' EAST, ALONG THE SOUTH LINE OF SAID LOT, 173 FEET TO A POINT 90.52 FEET WEST OF THE WEST LINE OF THE LAND DESIGNATED ON LICENSED SURVEYOR'S MAP, RECORDED IN BOOK 1 OF RECORD SURVEYS, PAGE 135, AS BELONGING TO FRANCIS HENDERSON; THENCE NORTH 00° 38' 30" WEST, 605.48 FEET TO A POINT 320 FEET SOUTH OF THE SOUTH LINE OF HOLT AVENUE, FOR THE TRUE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, SOUTH 89° 22' 45" WEST, PARALLEL WITH THE SOUTH LINE OF HOLT AVENUE, 100 FEET; THENCE NORTH 0° 38' 30" WEST 320 FEET TO THE SOUTH LINE OF HOLT AVENUE; THENCE NORTH 89° 22' 45" EAST, ALONG THE SOUTH LINE OF HOLT AVENUE, 100 FEET; THENCE SOUTH 0° 38' 30" EAST, 320 FEET TO THE POINT OF BEGINNING.

APN: 1011-011-12

<p style="text-align: center;">PREPARED BY:</p> <p style="text-align: center;"><b>T&amp;M</b> <b>SURVEYING</b></p> <p style="text-align: center;">531 E. TRENTON AVE. ORANGE, CA. O-714-912-4042 C-714-906-8771 WWW.TNMSURVEYING.COM</p>		<p>JN: -694</p> <hr/> <p>CHECKED TET</p> <hr/> <p>SHEET 3 OF 3</p>
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# EXHIBIT "B"

## PROPOSED LEGAL DESCRIPTION LLA 2020-1

LOT A: - PROPOSED LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTCLAIR, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:


THAT PORTION OF LOTS 1 AND 2, BLOCK 28, OF MONTE VISTA TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 34 OF MAPS, RECORDS OF SAID COUNTY, ALSO SHOWN ON AMENDED MAP OF PART OF MONTE VISTA TRACT, RECORDED IN BOOK 8, PAGE 73 OF MAPS, RECORDS OF SAID COUNTY, AND ON AMENDED MAP OF PART OF THE MONTE VISTA TRACT, RECORDED IN BOOK 13, PAGE 21, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF BROOKS STREET, BEING AN EASEMENT FOR PUBIC ROAD AND HIGHWAY PURPOSES CONVEYED TO THE CITY OF MONTCLAIR, BY DEED RECORDED JULY 14, 1970 IN BOOK 7479, PAGE 412, OF OFFICIAL RECORDS OF SAID COUNTY AND THE EASTERLY LINE OF LAND CONVEYED BY J. F. LOBINGIER TO W. C. LOOKINGBILL, DATED MAY 18, 1920 AND RECORDED IN BOOK 686, PAGE 358 OF DEEDS; THENCE NORTH 09° 59' 30" EAST, 144.89 FEET ALONG SAID EAST LINE, TO A POINT WHICH IS 320 FEET SOUTH MEASURED PARALLEL TO THE EAST LINE OF SAID LOT 2, FROM THE SOUTH LINE OF HOLT BOULEVARD (FORMERLY HOLT AVENUE), AS SHOWN ON SAID MAPS; THENCE NORTH 89° 22' 45" EAST, 160.35 FEET PARALLEL WITH THE SOUTH LINE OF SAID HOLT BOULEVARD; THENCE NORTH 00° 38' 30" WEST, 320.00 FEET PARALLEL WITH THE EAST LINE OF SAID LOT 2, TO THE SOUTH LINE OF SAID HOLT BOULEVARD; THENCE NORTH 89° 22' 45" EAST, 21.53 FEET ALONG THE SOUTH LINE OF SAID HOLT BOULEVARD TO THE NORTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO JOE STEVENS AND WIFE, BY DEED RECORDED MARCH 11, 1949 IN BOOK 2371, PAGE 556 OFFICIAL RECORDS; THENCE SOUTH 00° 38' 30" EAST, 320.00 FEET TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO STEVENS; THENCE NORTH 89° 22' 45" EAST, 42.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID HOLT BOULEVARD; THENCE SOUTH 00° 38' 30" EAST, 26.00 FEET; THENCE NORTH 89° 22' 45" EAST, 100.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID HOLT BOULEVARD; THENCE SOUTH 00° 38' 30" EAST, 116.48 FEET TO A POINT ON THE NORTHERLY LINE OF SAID BROOKS STREET; THENCE SOUTH 89° 23' 27" WEST, 350.62 FEET, ALONG THE NORTHERLY LINE OF SAID BROOKS STREET TO THE POINT OF BEGINNING.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

CONTAINING 52,329 SQUARE FEET (1.201 ACRES) OF LAND, MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF:

  
05-18-2020  
TY E. THOMAS DATE  
P.L.S. 9309



PREPARED BY: <b>T&amp;M SURVEYING</b> 531 E. TRENTON AVE. ORANGE, CA O-714-912-4042 C-714-906-8771 WWW.TNMSURVEYING.COM		JN: -694 CHECKED TET SHEET 1 OF 1
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# EXHIBIT "B"

## PROPOSED LEGAL DESCRIPTION LLA 2020-1

LOT B: - PROPOSED LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MONTCLAIR, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:


THAT PORTION OF LOT 1, BLOCK 28, OF MONTE VISTA TRACT, AS PER MAP RECORDED IN BOOK 11, PAGE 34 OF MAPS, RECORDS OF SAID COUNTY, ALSO SHOWN ON AMENDED MAP OF PART OF MONTE VISTA TRACT, RECORDED IN BOOK 8, PAGE 73 OF MAPS, RECORDS OF SAID COUNTY, AND ON AMENDED MAP OF PART OF THE MONTE VISTA TRACT, RECORDED IN BOOK 13, PAGE 21, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF BROOKS STREET, BEING AN EASEMENT FOR PUBIC ROAD AND HIGHWAY PURPOSES CONVEYED TO THE CITY OF MONTCLAIR, BY DEED RECORDED JULY 14, 1970 IN BOOK 7479, PAGE 412, OF OFFICIAL RECORDS OF SAID COUNTY AND THE EASTERLY LINE OF LAND CONVEYED BY J. F. LOBINGIER TO W. C. LOOKINGBILL, DATED MAY 18, 1920 AND RECORDED IN BOOK 686, PAGE 358 OF DEEDS; THENCE NORTH 09° 59' 30" EAST, 144.89 FEET ALONG SAID EAST LINE, TO A POINT WHICH IS 320 FEET SOUTH MEASURED PARALLEL TO THE EAST LINE OF SAID LOT 2, FROM THE SOUTH LINE OF HOLT BOULEVARD (FORMERLY HOLT AVENUE), AS SHOWN ON SAID MAPS; THENCE NORTH 89° 22' 45" EAST, 160.35 FEET PARALLEL WITH THE SOUTH LINE OF SAID HOLT BOULEVARD; THENCE NORTH 00° 38' 30" WEST, 320.00 FEET PARALLEL WITH THE EAST LINE OF SAID LOT 2, TO THE SOUTH LINE OF SAID HOLT BOULEVARD; THENCE NORTH 89° 22' 45" EAST, 21.53 FEET ALONG THE SOUTH LINE OF SAID HOLT BOULEVARD TO THE NORTHWEST CORNER OF THE PARCEL OF LAND CONVEYED TO JOE STEVENS AND WIFE, BY DEED RECORDED MARCH 11, 1949 IN BOOK 2371, PAGE 556 OFFICIAL RECORDS; THENCE SOUTH 00° 38' 30" EAST, 320.00 FEET TO THE SOUTHWEST CORNER OF THE LAND SO CONVEYED TO STEVENS; THENCE NORTH 89° 22' 45" EAST, 42.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID HOLT BOULEVARD; THENCE SOUTH 00° 38' 30" EAST, 26.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 22' 45" EAST, 100.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID HOLT BOULEVARD; THENCE NORTH 00° 38' 30" WEST, 346.00 FEET TO THE SOUTH LINE OF SAID HOLT BOULEVARD; THENCE SOUTH 89° 22' 45" WEST, 100.00 FEET, ALONG THE SOUTH LINE OF SAID HOLT BOULEVARD; THENCE SOUTH 00° 38' 30" EAST, 346.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO ALL CONDITIONS, RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATIONS, RIGHTS AND RIGHTS OF WAY OF RECORD, IF ANY.

CONTAINING 34,600 SQUARE FEET (0.794 ACRES) OF LAND, MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF:

 05-18-2020

TY E. THOMAS  
P.L.S. 9309

DATE



PREPARED BY:

**T&M  
SURVEYING**

531 E. TRENTON AVE.  
ORANGE, CA  
O-714-912-4042 C-714-906-8771  
WWW.TNMSURVEYING.COM



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1 OF 1



# CITY COUNCIL AGENDA REPORT

**DATE:** JUNE 1, 2020

**FILE I.D.:** PDT362

**SECTION:** CONSENT - ADMIN. REPORTS

**DEPT.:** POLICE

**ITEM NO.:** 2

**PREPARER:** M. BUTLER

**SUBJECT:** CONSIDER AUTHORIZING THE ACCEPTANCE OF A \$49,886 AWARD FROM THE BUREAU OF JUSTICE ASSISTANCE FY 2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

CONSIDER AUTHORIZING A \$49,886 APPROPRIATION FROM THE BUREAU OF JUSTICE ASSISTANCE FUND TO PURCHASE A LEXISNEXIS COPLOGIC DESK OFFICER REPORTING SYSTEM, ELECTROSTATIC SPRAYERS, DISINFECTING SOLUTIONS, AND A GAS DETECTOR

**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the acceptance of a \$49,886 award from the Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program and authorization of a \$49,886 appropriation from the Bureau of Justice Assistance Fund to purchase a LexisNexis Coplogic Desk Officer Reporting System, electrostatic sprayers, disinfecting solutions, and a gas detector. The Bureau of Justice Assistance Fund would be fully reimbursed by the Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program.

**BACKGROUND:** In late December 2019, reports of a novel coronavirus emerged from Wuhan, China, which soon after resulted in a formidable outbreak globally, including in the United States. The disease was officially named Coronavirus Disease-2019 or COVID-19 by the World Health Organization (WHO) on February 11, 2020. On March 11, 2020, the WHO declared COVID-19 a pandemic due to its alarming levels of spread, severity, and inaction by countries worldwide.

On March 16, 2020, the City Council recognized the public health danger represented by the COVID-19 crisis and adopted Resolution No. 20-3263 declaring that a local public health emergency exists in the City of Montclair, establishing the City's eligibility for federal and state funding assistance.

On March 30, 2020, the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) announced a Bureau of Justice Assistance (BJA) FY 2020 Coronavirus Emergency Supplemental Funding Program available to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. This solicitation, or funding opportunity, makes available \$35,165,598 to jurisdictions in California; of which the City of Montclair's allocation is \$49,886.

Staff submitted an application consistent with this solicitation to receive funding under the Program, addressing efforts that have been made in response to COVID-19 and how funding would be used over the two-year grant period. BJA reviewed the application, and on May 18th, the application was approved for an award under this OJP funding opportunity in the amount of \$49,886.

The grant funds would be used toward the following approved projects: installation of a LexisNexis Coplogic Desk Officer Reporting System; four Clorox Total 360 electrostatic sprayers; an order of PureVista disinfecting solutions and launchers from PureLine Solutions; and a Honeywell BW Solo Gas Detector from PK Safety Supply. Procurement of these items would assist in the immediate response to the COVID-19 pandemic, supporting efforts to minimize the spread of the virus and enhance the safety of the community and City personnel. Staff would implement these funded projects and comply with all award conditions and requirements.

On May 4, 2020, the City Council approved the purchase of a LexisNexis Coplogic Desk Officer Reporting System under Agreement No. 20-34. This system allows citizens the option to report many common, minor crimes online, eliminating physical and live interaction with an Officer, which would enhance the safety and security of the community during this crisis. The cost of this online system, \$26,040, would now be reimbursed under this grant.

The Clorox Total 360 electrostatic sprayers would provide a disinfectant system for first responders and all City personnel. These sprayers would be used to disinfect potentially contaminated surfaces thus reducing pathogens and preventing the spread of COVID-19. CloroxPro, the maker of the Clorox Total 360 electrostatic sprayer, has been an industry-leading commercial cleaning and disinfecting solutions provider for over a century. This particular sprayer delivers the solution more efficiently than other sprayers, is built for commercial use, and Waxie, the City's established janitorial supply vendor, was able to offer four sprayers for \$17,255—a nearly 50 percent price reduction from the manufacturer's suggested retail price. These sprayers will be placed at the Police Station, Fire Station No. 1, City Hall, and Fire Station No. 2/City Yard.

Another approved project is the purchase of PureVista disinfectant solutions and launchers from PureLine Solutions. PureVista is a portable, water-activated disinfection system that has the power to clean surfaces and facility air safely, leaving no residue and requiring no post-treatment cleanup. The water and solution are held together in a cup called a launcher. At a cost of \$6,141, the PureVista system creates pure chlorine dioxide gas on-site making it perfect for routine or emergency cleaning and can be scaled to the specifications of any facility to deliver an effective dosage. Maintaining disinfected areas would not only provide a safe environment for essential workers, it would also help to prevent the spread of COVID-19 in publicly accessible areas. PureLine Solutions is an expert in the manufacture, generation, and application of chlorine dioxide. With the increased need worldwide for disinfectant products, PureLine Solutions was also chosen due to its availability. As a gas solution, PureVista is safe to use on carpet, face masks, and office spaces, including computer monitors, modems, and keyboards.

Using funds from the BJA FY 2020 Coronavirus Emergency Supplemental Funding Program, staff would also like to purchase a Honeywell Analytics BW solo gas detector from PK Safety Supply. After using the gas solution to decontaminate necessary spaces, this gas detector would be used to ensure the gas has dissipated. By testing and ensuring that the gas has completely dissipated, personnel would not be exposed to any lingering gases upon returning to their work spaces or vehicles. This detector delivers consistently accurate readings, and with additional vibrating and audible alarms, it can alert personnel of any dangerous gas levels even in noisy environments. PK Safety Supply was chosen as the preferred vendor because it offers the lowest cost and supplies the Honeywell single sensor detector—at \$450 Honeywell is also less expensive than other detectors on the market.

Although we are living in uncertain times, the City of Montclair is dedicated to continuing its high level of service to the community. In order to ensure the health and safety of its residents, first responders, and all personnel, new regulations have been issued and new measures have been adopted to help protect life and property. By utilizing funds from the BJA FY 2020 Coronavirus Emergency Supplemental Funding Program to purchase a LexisNexis Coplogic Desk Officer Reporting System, electrostatic sprayers, disinfecting solutions, and a gas detector, the City of Montclair would be supporting worldwide efforts to protect, prevent, and respond to the COVID-19 pandemic.

**FISCAL IMPACT:** If approved by the City Council, the purchase of a LexisNexis Coplogic Desk Officer Reporting System, electrostatic sprayers, disinfecting solutions, and a gas detector would result in an appropriation from the Bureau of Justice Assistance Fund (1154) in the amount of \$49,886. The City would receive full reimbursement from the BJA FY 2020 Coronavirus Emergency Supplemental Funding Program.

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

1. Authorize the acceptance a \$49,886 award from the Bureau of Justice Assistance FY 2020 Coronavirus Emergency Supplemental Funding Program.
2. Authorize a \$49,886 appropriation from the Bureau of Justice Assistance Fund to purchase a LexisNexis Coplogic Desk Officer Reporting System, electrostatic sprayers, disinfecting solutions, and a gas detector.



**Department of Justice (DOJ)**

Office of Justice Programs

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Office of the Assistant Attorney General

Washington, D.C. 20531

May 18, 2020

Mr. Edward Starr  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763-2808

Dear Mr. Starr:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Montclair for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$49,886. These funds are for the project entitled City of Montclair 2020 Coronavirus Emergency Supplemental Funding Grant.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Montclair accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Linda Hill-Franklin, Program Manager at (202) 514-0712; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.



**Department of Justice (DOJ)**

Office of Justice Programs

*Office of Civil Rights*

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Washington, DC 20531

May 18, 2020

Mr. Edward C. Starr  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763-2808

Dear Mr. Starr:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst





Department of Justice (DOJ)  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-0532

AWARD DATE 05/18/2020

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.





PROJECT NUMBER 2020-VD-BX-0532

AWARD DATE 05/18/2020

*SPECIAL CONDITIONS*

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.





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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
  
34. FFATA reporting: Subawards and executive compensation  

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
  
35. Required monitoring of subawards  

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
  
36. Use of program income  

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
  
37. Justice Information Sharing  

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.
  
38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



PROJECT NUMBER 2020-VD-BX-0532

AWARD DATE 05/18/2020

*SPECIAL CONDITIONS*

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program . The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



PROJECT NUMBER 2020-VD-BX-0532

AWARD DATE 05/18/2020

*SPECIAL CONDITIONS*

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for City of Montclair

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER  
2020-VD-BX-0532

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Linda Hill-Franklin  
(202) 514-0712

2. PROJECT DIRECTOR (Name, address & telephone number)

Deborah Carcuz  
Administrative Aide  
5111 Benito Street  
Montclair, CA 91763-2808  
(909) 448-3601 ext.601

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

City of Montclair 2020 Coronavirus Emergency Supplemental Funding Grant

5. NAME & ADDRESS OF GRANTEE

City of Montclair  
5111 Benito Street  
Montclair, CA 91763-2808

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 49,886

10. DATE OF AWARD

05/18/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF





# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 1, 2020	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	L. LEW/V. FLORES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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**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 June 1, 2020; and the Payroll Documentation dated April 26, 2020; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated June 1, 2020, totals \$867,719.07; and the Payroll Documentation dated April 26, 2020, totals \$611,993.47 gross, with \$425,747.82 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

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<b>DATE:</b>	JUNE 1, 2020	<b>FILE I.D.:</b>	FRD057
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	FIRE
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	M. BUTLER
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 20-43 WITH CONSOLIDATED FIRE AGENCIES OF SAN BERNARDINO COUNTY (CONFIRE) FOR CONTINUED DISPATCH AND COMMUNICATION SERVICES		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 20-43 with Consolidated Fire Agencies of San Bernardino County (CONFIRE) for continued dispatch and communication services.

A copy of proposed Agreement No. 20-43 is attached for the City Council's review and consideration.

**BACKGROUND:** CONFIRE currently provides dispatch and communication services for the Fire Department under Agreement No. 19-55, which will end on June 30, 2020. Proposed Agreement No. 20-43 would cover Fiscal Year 2020-21.

CONFIRE is a multiagency fire, emergency medical service, and local government dispatch center located at the southwest end of Rialto Municipal Airport adjacent to the County Emergency Operations Center. CONFIRE's primary mission is to provide direct fire/EMS dispatch service 24 hours a day, seven days a week for the CONFIRE Joint Powers Authority as well as contracting fire agencies.

CONFIRE utilizes state-of-the-art computer systems running TriTech CAD with ProQA for emergency medical dispatching, Automatic Vehicle Location (AVL) software, integrated telephone systems running VESTA, and radio systems consisting of VHF and Motorola 800 MHz trunked Smartnet Systems. One of the main advantages provided by contracting with CONFIRE is the use of AVL software, which allows dispatchers to know where fire units are located in real time via a satellite surveillance system. This system allows for the closest fire unit available to be dispatched to an emergency regardless of jurisdictional geography.

Contracting with CONFIRE continues to be the most prudent and cost effective option for dispatch and communication services.

**FISCAL IMPACT:** Approval of Agreement No. 20-43 would result in a net cost of \$208,840 for Fiscal Year 2020-21, which is included in the proposed Fiscal Year 2020-21 Budget. The cost of service for each contracting agency is based on each contracting agency's call volume for the prior calendar year, as well as costs associated with equipment replacement, technology support, and administration.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 20-43 with Consolidated Fire Agencies of San Bernardino County (CONFIRE) for continued dispatch and communication services.



DISPATCHING COST FOR SERVICES FOR FY 2020-21  
CITY OF MONTCLAIR FIRE DEPARTMENT

The Exhibit is subject to renewal yearly during the term of the Contract.

- A. Operating Costs:  
The operating costs for services provided will be delivered to the Contracting Agency prior during Fiscal Year 2019/20. These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Information Services Costs (600), and Equipment Reserve (5009) as established by the Contracting Agencies share of total calls for service per the agreement between CONFIRE and the Contracting Agency.

<b>Agency % of 2019 Call Volume (share)</b>	<b>1.98%</b>
<b>Operating Costs for 2020-21</b>	<b>\$198,895.00</b>

- B. Contract Fee (5% of Operating Costs):  
Per Exhibit B (Compensation) Section B.1 of agreement. **\$9,945.00**
- Total Costs July 1, 2020 thru June 30, 2021** **\$208,840.00**

- C. Payments shall be made in quarterly installments of **\$52,210.00**

- D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract except for telephone services charges under paragraph B.3 of Exhibit B in the contract.

CONFIRE Representative

Date

\_\_\_\_\_  
City of Montclair Representative

\_\_\_\_\_  
Date

**CONSOLIDATED FIRE AGENCIES  
CONTRACTING AGENCY AGREEMENT  
(City of Montclair)**

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the City of Montclair (“Contracting Agency”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. CONFIRE and Contracting Agency may be individually referred to as a “Party” and collectively as the “Parties.”

**1. EXHIBITS**

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
  - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

**2. INDEPENDENT CONTRACTOR**

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency, nor any of Contracting Agency’s employees, shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE’s employees shall be considered officers, employees, agents, partner, or joint venture of Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Contracting Agency.

**3. SCOPE OF SERVICES**

CONFIRE shall furnish to the Contracting Agency the services described in Exhibit A (“Services”).

**4. COMPENSATION**

CONFIRE shall receive payment, for Services rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”).

**5. EFFECTIVE DATE AND TERM**

The Effective Date and Term are set forth in Exhibit C.

**6. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions are set forth in Exhibit D.

**7. NOTICE**

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To CONFIRE:

Consolidated Fire Agencies  
Attn: Mike Bell, Communications Director  
1743 Miro Way  
Rialto, CA 92376

To Contracting Agency:

City of Montclair  
Attn: Robert Avels, Police Chief  
5111 Benito St, Montclair, CA 91763

**8. HIPPA BUSINESS ASSOCIATE AGREEMENT**

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

The Parties have executed this Agreement on the dates indicated below.

**Consolidated Fire Agencies**

**City of Montclair**

Date: 5-1, 2020

Date: \_\_\_\_\_, 20\_\_

By: [Signature]

By: \_\_\_\_\_

Print Name: Mike Bell

Print Name: \_\_\_\_\_

Its: Director

Its: \_\_\_\_\_

**EXHIBIT A**  
**to CONTRACTING AGENCY AGREEMENT**

**SCOPE OF SERVICES**

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
  - a. Utilizing Contracting Agency’s primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
    - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol.
  - b. Providing emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
  - c. Upon receiving an emergency call, alerting Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
    - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, 900 MHz paging, and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
  - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
    - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
  - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE’s computer aided dispatch system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
  - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
  - g. Providing, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.

- (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc), and providing other Geofile services necessary to the dispatch services described above.
  - h. Making available to the Contracting Agency the Agency Fire Response Map.
    - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
    - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
    - (3) Agencies may print maps and created hard copy map books at their own expense.
  - i. Providing Contracting Agency use and access to the following software programs:
    - (1) Pulse Point.
    - (2) Firstwatch (includes FOAM and First Pass modules)
  - j. Providing all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.i. above.
2. Should Contracting Agency desire additional (optional) services from CONFIRE, and should CONFIRE agree to provide such services, the Parties must execute an amendment to this Agreement incorporating those services into the Services as "Additional Services" and setting forth the additional compensation to be paid for the added services.
  3. Examples of Additional Services might include:
    - a. Telestaff (Kronos).
    - b. Tablet Command.
    - c. WestNet Station Alerting
  4. In receiving the Services, Contracting Agency shall do the following:
    - a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
      - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.



- (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing policies and procedures upon execution of this Agreement and any updates as they are updated.
  - b. Comply with the latest technology directives issued by CONFIRE.
    - (1) The directives include, by way of illustration and not by limitation, the directive mandating the installation of a CONFIRE-approved modem on all response vehicles for the provision of Automated Vehicle Location (AVL) services.
  - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
  - d. Maintain all CONFIRE owned equipment according to the specifications and requirements of CONFIRE.
  - e. Maintain all radio and pager frequencies as required by CONFIRE.
5. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.

**EXHIBIT B**  
**to CONTRACTING AGENCY AGREEMENT**

**COMPENSATION**

Compensation to be paid as follows:

**A. FEES FOR SERVICES:**

1. In exchange for the Services set forth in Exhibit A, paragraph 1, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE has provided written notice of this sum to Contracting Agency (**Attachment A**).
  - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
    - (1) All incidents dispatched by CONFIRE for Contracting Agency during the preceding calendar year; divided by
    - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
    - (3) Contracting Agency's percentage of the total number of incidents dispatched.
  - b. This formula does not include direct costs incurred for ISD radio billing pass-through (optional service) or other 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed through to each agency and are not subject to the cost per call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

**B. ADDITIONAL FEES:**

1. Contracting Agency shall also pay an annual premium.
  - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
  - b. Dollars paid pursuant to this provision shall:
    - (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).

- (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.
    - (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
  - c. This annual premium will be assessed and paid, in the first quarter of each fiscal year. The amount will be included in the annual written notice referenced in Section A.1 of Exhibit B.
2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
  3. Contracting Agency shall pay directly to the appropriate telephone company(ies) all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to CONFIRE. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
  4. Contracting Agency shall pay CONFIRE the equipment replacement costs assessed by CONFIRE for damage to CONFIRE issued equipment caused by Contracting Agency's use or misuse of said CONFIRE issued equipment, which shall be added to Contracting Agency's payment set forth in Section A of this Exhibit B.
  5. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
  6. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

**EXHIBIT C**  
**to CONTRACTING AGENCY AGREEMENT**

**EFFECTIVE DATE AND TERM**

1. This Agreement is effective on July 1, 2020 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2021 (the “Term”).
3. At any time during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.

**EXHIBIT D**  
**to CONTRACTING AGENCY AGREEMENT**

**GENERAL TERMS AND CONDITIONS**

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
4. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be the County of San Bernardino.
6. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting Agency.
9. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.
11. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

12. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

13. **INDEMNIFICATION.**

A. By CONFIRE. CONFIRE shall indemnify, defend and hold harmless Contracting Agency, and all of its employees, officials, and agents ("Contracting Agency Parties"), from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of CONFIRE'S officers, agents, volunteers or employees ("CONFIRE's Parties") arising out of, or in any way attributable to, the performance of this Agreement. CONFIRE shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. CONFIRE's obligation to defend the Contracting Agency Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

B. By Contracting Agency. Contracting Agency shall indemnify, defend and hold harmless CONFIRE Parties from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of Contracting Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Contracting Agency shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which not foreseeably within its control. Contracting Agency's obligation to defend CONFIRE Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

14. **INSURANCE.**

A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO "occurrence" form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

B. Each Party shall carry 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.

C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

**EXHIBIT E**  
**to CONTRACTING AGENCY AGREEMENT**

**BUSINESS ASSOCIATE AGREEMENT**  
**BY AND BETWEEN**  
**CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and the City of Montclair (“Covered Entity”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

**RECITALS**

Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit E;

Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

**AGREEMENT**

**1. General Terms and Conditions**

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

**Consolidated Fire Agencies**

**City of Montclair**

Date: 5-1, 2020

Date: \_\_\_\_\_, 20\_\_

By: [Signature]

By: \_\_\_\_\_

Print Name: Mike Bell

Print Name: \_\_\_\_\_

Its: Director

Its: \_\_\_\_\_

**APPENDIX 1 TO EXHIBIT E  
to CONTRACTING AGENCY AGREEMENT**

**General Terms and Conditions to Business Associate Agreement**

**I. DEFINITIONS.**

- a. Generally. Capitalized terms used within the BAA without definition, including within this Appendix 1, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 (“HIPAA and HIPAA Regulations”), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 (“HITECH Act and Regulations”), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as “Applicable Law”.
- b. Catch-all Definition. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive,

maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

**III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s Minimum Necessary policies and procedures.



- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

#### IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

#### V. TERM AND TERMINATION.

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
  - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
  - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and

- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

#### VI. MISCELLANEOUS.

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and

maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes “minimum necessary” for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and any underlying arrangement between

Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this BAA shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this BAA.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 1, 2020	<b>FILE I.D.:</b>	HSV043
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 20-44 AMENDING AGREEMENT NO. 19-52 WITH SERVICEMASTER 360 PREMIER CLEANING TO PROVIDE INCREASED CUSTODIAL SERVICES AT THE FAMILY RESOURCE CENTER		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider the approval of Agreement No. 20-44 with ServiceMaster 360 Premier Cleaning to provide increased custodial services for the Family Resource Center (FRC).

**BACKGROUND:** The Montclair Community Collaborative (MCC) was organized in 1996 to collectively strengthen the community. The mission of MCC is "to guarantee a progressive quality community for all by working together as diverse, committed individuals and organizations."

Through the MCC partnership, Ontario-Montclair School District (OMSD) has used the FRC, located in Montclair at 9916 Central Avenue, since 2011 to provide case management services, parenting classes, and counseling for OMSD students and their families. The City Council approved Agreement No. 19-52 with ServiceMaster 360 Premier Cleaning on June 3, 2019 for cleaning at the FRC once weekly. OMSD has now requested increased cleaning services at the FRC due to the COVID-19 Pandemic. The previous cost for cleaning was \$453.33 per month and the new cost for cleaning service is \$1,652 per month for May and June. The increased cleaning results in an additional cost of \$2,397.34 to clean the FRC daily for the months of May and June 2020. All costs will be paid by OMSD through Agreement No. 19-46 with OMSD for the use of the FRC.

The term of proposed Agreement No. 20-44, Amendment No.1 to Agreement No. 19-52, is May 1, 2020 through June 30, 2020.

**FISCAL IMPACT:** OMSD will use the FRC through June 30, 2020, approved through Agreement No. 19-46 on June 3, 2019. Funds from Agreement No. 19-46 will pay for the increased cleaning service at \$1,652 per month for May and June 2020. There will be no impact to the City's General Fund.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 20-44 amending Agreement No. 19-52 with ServiceMaster 360 Premier Cleaning to provide increased custodial services for the Family Resource Center (FRC).

## CHANGE ORDER

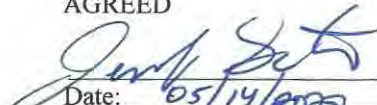
This Change Order ("Order") shall amend and become an integral part of the ServiceMaster Clean Contract Cleaning Services Agreement ("Agreement") by and between ServiceMaster Clean and:

City of Montclair  
9916 Central Ave  
Montclair, CA 91763

("Client") and dated April 30<sup>th</sup> 2020 and provides as follows:

1. The Agreement is amended to specify that the following changes, Adding 3 days a week of service to Central Avenue location. Services to be performed upon the area to be served shall be deemed incorporated into the Task Schedule described in paragraph 1 of the Original Contract Agreement. Attached updated Cleaning Schedules page 5 & 6 from original contract.
2. In consideration of the changes specified in this Order, the price term of paragraph 5 of the Agreement shall be changed to \$ 1,625.00 . Effective May 5<sup>th</sup> 2020. This agreement shall continue in effect from the date services are to begin, for a period of two months (2), last day of this contract will be June 30<sup>th</sup> at which point services will revert back to original contract pricing and task schedule unless terminated.
3. All other terms and conditions of the Agreement are ratified and confirmed.

AGREED

  
Date: 05/14/2020

AGREED

\_\_\_\_\_  
Date: \_\_\_\_\_

SERVICEMASTER

By: Jennifer Santos Secretary

CLIENT

By: \_\_\_\_\_

CLEANING TASK SCHEDULE  
 Human Services Department City of Montclair  
 9916 Central Ave 5x week service  
 Facility approx. 1,250 sq. ft.

<b>Offices and General Areas</b>	
Empty Trash & spot Clean	Mon - Fri
Spot Clean walls by trash can	Mon - Fri
Dust Horizontal surfaces with vacuum dust wand	Mon - Fri
Dusting of Blinds	1x a Week
Spot Clean All doors, door jams and window sills	Mon - Fri
Spot Clean Vents	2 x a Week
High Dust with wand	2 x a Week
Low dust with wand	2x a Week
Vacuum wall to wall with sidewinder	2x a Week
Vacuum Traffic Lanes	Mon - Fri
Vacuum carpet mats	Mon - Fri
Mop Hard Surface flooring	Mon - Fri
Inspect	Mon - Fri
<b>Restrooms</b>	
Sweep floor	Mon - Fri
Refill dispensers	When Needed
Empty trash	Mon - Fri
Clean mirrors	Mon - Fri
Clean sinks	Mon - Fri
Clean flushable	Mon - Fri
Vacuum wall to wall with sidewinder	Mon - Fri
Mop floor	Mon - Fri
Inspect	Mon - Fri
Wipe Down Walls	2 X a Week
<b>Interior Windows</b>	
Clean	1x a Month

CLEANING TASK SCHEDULE  
 Human Services Department City of Montclair  
 5111 Benito St 2x week service  
 Facility approx. 1,024 sq. ft.

<b>Offices and General Areas</b>	
Empty Trash & spot Clean	Each Visit
Spot Clean walls by trash can	Each Visit
Dust Horizontal surfaces with vacuum dust wand	Each Visit
Dusting of Blinds	1x a Week
Spot Clean All doors, door jams and window sills	Each Visit
Spot Clean Vents	1x a Week
High Dust with wand	1x a Week
Low dust with wand	1x a Week
Vacuum wall to wall with sidewinder	Each Visit
Vacuum Traffic Lanes	Each Visit
Vacuum carpet mats	Each Visit
Mop floor	Each Visit
Inspect	Each Visit
<b>Restrooms</b>	
Sweep floor	Each Visit
Refill dispensers	When Needed
Empty trash	Each Visit
Clean mirrors	Each Visit
Clean sinks	Each Visit
Clean flushable	Each Visit
Vacuum wall to wall with sidewinder	Each Visit
Mop floor	Each Visit
Inspect	Each Visit
Wipe Down Walls	1X a Week
<b>Interior Windows</b>	
Clean	1x a Month



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 1, 2020	<b>FILE I.D.:</b>	HSV046
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS./COMMUNITY DEV.
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 20-45 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO PROVIDE NAVIGATION SERVICES FOR THE HOMELESS EMERGENCY AID PROGRAM		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 20-45 with the Ontario-Montclair School District (OMSD) to provide navigation services for the Homeless Emergency Aid Program.

**BACKGROUND:** On May 6, 2019, the City Council approved Agreement No. 19-31 with the San Bernardino County Office of Homeless Services to accept an award for the Homeless Emergency Aid Program (HEAP).

The City's HEAP program enhances the City's homelessness prevention efforts and will be utilized to create a sustainable system to provide services to those that are chronically homeless and at-risk of becoming homeless. Services for the chronically homeless will be implemented through street outreach led by code enforcement officers. Through proposed Agreement No. 20-45, those at-risk of homelessness will be provided with navigation services through the Montclair Community Collaborative.

The OMSD Behavioral Health Clinical Supervisor will be responsible for overseeing navigation services for those at risk of homelessness in an effort to prevent them from becoming homeless. Navigation services include an intake process to determine other services that may be needed. In addition, OMSD staff will submit all data reports as required in the Homeless Management Information System.

**FISCAL IMPACT:** Should the City Council approve Agreement No. 20-45, the City's contractual obligation for navigation services will not exceed \$25,000 for Fiscal Year 2020-2021. The funding for proposed Agreement No. 20-45 is included in Agreement No. 19-31 with the San Bernardino County Office of Homeless Services; no impact to the City's General Fund is expected. The term of proposed Agreement No. 20-45 is July 1, 2020, through June 30, 2021.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 20-45 with OMSD to provide navigation services for the Homeless Emergency Aid Program.

**AGREEMENT NO. 20-45  
CITY OF MONTCLAIR  
5111 BENITO STREET  
MONTCLAIR, CALIFORNIA 91763**

**AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, executed in Montclair, California, is made by and between the **City of Montclair**, a California Municipal Corporation, hereinafter referred to as the "Contractor," and **Ontario-Montclair School District**, hereinafter referred to as the "Subcontractor."

**WHEREAS**, the Contractor and the County of San Bernardino Community Development and Housing Agency, Office of Homeless Services, hereinafter referred to as "County," have entered into an Agreement which authorizes the Contractor to provide certain services, said City Agreement being No. 19-31 dated May 6, 2019 (County Contract No. 19-290); and

**WHEREAS**, the aforesaid Agreement provides that the Contractor may subcontract for certain professional services subject to prior County approval; and

**WHEREAS**, the Contractor desires to engage the Subcontractor to provide professional services as detailed elsewhere in this Agreement; and

**WHEREAS**, the Subcontractor desires to perform and provide such services.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Contractor and the Subcontractor agree as follows:

**Section 1. Statement of Work and Schedule**

The Subcontractor shall perform and provide the services set forth in the Scope of Work, which is attached hereto as "Attachment 1" and by this reference incorporated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by said Scope of Work as well as by the general provisions herein.

**Section 2. Representatives of the Parties and Service of Notice**

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- A. The representative of the Contractor shall be, unless otherwise stated in the Agreement:

Marcia Richter, Director of Human Services  
City of Montclair  
5111 Benito Street  
Montclair, California 91763  
(909) 625-9453



Phil Hillman, Chief Business Officer  
Ontario-Montclair School District  
950 West "D" Street  
Ontario, CA 91762  
(909) 445-2500

- B. If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this Section, within five (5) working days of said change.

### **Section 3. Compensation to the Subcontractor**

The Contractor shall pay to the Subcontractor an amount not to exceed \$25,000 for complete and satisfactory performance of the terms of this Agreement. The Subcontractor shall be paid for providing services set forth in this Agreement. Payment shall be made on a monthly basis in arrears based on the actual cost of staff time expended in performance of the Scope of Work (plus any applicable employee fringe benefits). Subcontractor shall submit monthly invoices on or before the 10th of each month beginning on July 10, 2020.

### **Section 4. Time of Performance**

The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2021, provided that said term is subject to the provisions of Section 13, "Indemnity, Liability, and Insurance Requirements," and Section 18, "Termination," and the availability of funds through the County.

### **Section 5. Records and Retention**

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

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

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

## **Section 6. Amendments to Agreement**

Any changes in the terms of this Agreement, including changes in the scope of services to be performed by the Subcontractor and any increase or decrease in amount of compensation which are agreed to by the Contractor and the Subcontractor, shall be incorporated into this Agreement by a written amendment properly executed by both parties. Prior written approval shall be received from County.

## **Section 7. Permit and Licenses**

The Subcontractor shall hold valid permits, license, certificates, and other documents as are required by the State, County, City, or other governmental or regulatory bodies to legally engage in and perform the services to be provided under this Agreement, such as public health license, annual Fire Inspection Certificates, and other documents attached for County's approval. The Subcontractor shall notify the Contractor immediately of any suspension, termination, lapses, non-renewals, or restrictions of required licenses, certificates, or other documents that may be cause for termination of this Agreement.

## **Section 8. Conflict of Interest**

- A. The Subcontractor, during the period to be covered by this Agreement, shall have no interest, direct or indirect, with respect to the Contractor that could create a conflict of interest.
- B. No member, officer, or employee of the Contractor and no official, officer, or employee of the County who exercises any responsibilities or functions with respect to the Contractor during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. The Subcontractor warrants that no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Contractor the right to terminate this contract or, at the discretion of the Contractor, to deduct from the Subcontractor's fees the amount of such commission, percentage, brokerage, or contingent fees.

## **Section 9. Independent Contractor Status of the Subcontractor**

The parties agree that the performance of the Subcontractor's services hereunder shall be in the capacity of an Independent Contractor and that no employees of the Subcontractor have been, are, or shall be employees of the Contractor or County by virtue of this Agreement, and the Subcontractor shall so inform each employee organization and each employee who is hired or retained under this Agreement.

## **Section 10. Assignment or Transfer of Interest**

The Subcontractor shall not assign or transfer any interest in this Agreement, except that claims for moneys due or to become due from the Contractor under this Agreement may be assigned to a bank, trust company, or other financial institution.

## **Section 11. Applicable Sections of Agreement between County and the Contractor**

The Contractor and the Subcontractor agree that all conditions set forth in the Agreement, including Attachment 1, between the County and the Contractor, as applicable in the performance of this Agreement, are hereby included herein by reference as though set forth herein in full. Referenced sections are available at the Contractor and County for review during normal business hours.

## **Section 12. Employment Discrimination**

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

## **Section 13. Indemnity, Liability, and Insurance Requirements**

- A. The Subcontractor agrees to defend, indemnify, and hold harmless the Contractor and the County, their officers, employees, and assigns, against any and all claims arising from acts, omissions, or negligence of the Subcontractor, its officers, or employees in the performance of this Agreement.

The Contractor agrees to defend, indemnify, and hold harmless the Subcontractor and the County, their officers, employees, and assigns, against any and all claims arising from acts, omissions, or negligence of the Contractor, its officers, or employees in the performance of this Agreement.

- B. The Contractor shall promptly notify the Subcontractor in writing of any claims against the Contractor or Subcontractor and, in the event of a suit being filed, the Contractor shall promptly forward to the Subcontractor all papers in connection therewith. The Contractor shall not incur any expenses or make any settlement without the Subcontractor's consent. However, if Subcontractor refuses or neglects to defend any such suit, the Contractor may defend, adjust, or settle any such claim, and the cost of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Subcontractor.
- C. The Subcontractor shall furnish proof in the form of a hand-signed certificate of insurance that it carries insurance in the minimum amounts listed below prior to commencement of performance under this Agreement. Such coverage shall be maintained currently effective until receipt of final payment under the terms of this Agreement.

- 1. Comprehensive General \$1,000,000 combined Single Liability [including (CSL) minimum Product Liability]
  - 2. Professional Liability \$1,000,000 per occurrence
- D. Comprehensive Auto Liability (owned and non-owned)
- 1. Bodily Injury
    - \$ 100,000 each person
    - \$ 300,000 each accident
    - \$ 300,000 aggregate products
  - 2. Property Damage
    - \$ 50,000 each accident
    - \$ 250,000 aggregate operations
    - \$ 250,000 aggregate protection
    - \$ 250,000 aggregate products
    - \$ 250,000 aggregate contractual
- E. Worker's Compensation. The statutory limit shall be in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
- F. Additional Insured. The City of Montclair and County of San Bernardino shall be named as additional insured on all policies or certificates.
- G. Cancellation Notice. A 30-day Notice of Cancellation shall be mailed to the Contractor.
- H. Failure on the part of the Subcontractor to procure or maintain required insurance shall constitute a material breach of Agreement and Contractor may immediately terminate or suspend this Agreement.

**Section 14. Compliance with Statutes and Regulations**

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

**Section 15. Confidentiality**

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

**Section 16. Federal, State and Local Taxes**

Federal, State, and local taxes shall be the responsibility of the Subcontractor as an independent contractor and not as a Contractor employee.

### **Section 17. Compliance with County Policy**

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

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

### **Section 18. Termination**

The Contractor may terminate this Agreement at any time within the period of its duration upon not less than thirty (30) days written notice by the Contractor to the Subcontractor or immediately for cause. The Subcontractor may terminate this contract upon not less than thirty (30) days written notice to the Contractor. Notice shall be provided as in Section 5 herein.

In addition, this Agreement may be terminated because of lack of funds, repeated citations by County, and failure to make corrective actions required by County. In the event funds to finance this contract, or part of this contract, become unavailable, the obligations of each party hereunder may be terminated upon no less than ten days written notice to the other party. Said notice shall be delivered by certified mail or in person. County shall be the final authority as to the availability of Federal or State funds. Waivers of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

### **Section 19. Disputes**

Any disputes of law or fact between the Contractor and the Subcontractor shall be settled between the parties concerned in such a manner that they will not delay or adversely affect the performance of the Contractor. Should any questions remain unresolved, the dispute would be submitted to the County's Chief of Homeless Services his designee to render a decision. Said decision will be binding upon the Contractor and the Subcontractor.

### **Section 20. Prior Approval of Subcontracts**

The Subcontractor shall not enter into any subcontracts, for all or part of the services contemplated under this Agreement, without obtaining prior written approval of the Contractor and the Area Agency on Aging, which shall then be made a part of the original Agreement. No subcontracts shall be approved which would incur an obligation higher than the original agreed-upon price.

## **Section 21. Fair Labor Standards Compliance**

Subcontractor agrees to indemnify, defend, and hold harmless the County of San Bernardino and the Contractor, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the Subcontractor's employees for which the Contractor or the County of San Bernardino may be found jointly or solely liable.

## **Section 22. Debarment and Suspension**

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

## **Section 23. Drug-Free Workplace Certification**

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

1. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
2. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
  - a. The dangers of drug abuse in the workforce;
  - b. Contractor's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation, and employee assistance programs; and,
  - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
  - a. Will receive a copy of Subcontractor's drug-free policy statement; and
  - b. Will agree to abide by the terms of Contractor's condition of employment or subcontract.

**Section 24. Child Support Compliance Act**

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

1. Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and
2. Subcontractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**Section 25. Inspections**

1. The Contractor, County and the State reserve the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
2. Subcontractor agrees to correct all work that is determined based on such inspections not to conform to the applicable requirements; and the Contractor/County reserves the right to withhold payments to Subcontractor until it is corrected.

**Section 26. Right to Monitor and Audit**

1. The Contractor, County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Subcontractor in the delivery of services provided under this Agreement. Subcontractor shall give full cooperation, in any auditing or monitoring conducted. Subcontractor shall cooperate with the Contractor and County in the implementation, monitoring, and evaluation of this Agreement and comply with any and all reporting requirements established by the County.
2. The County or the State reserves the right to perform or cause to be performed a financial audit. At the request of the County or the State, Subcontractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. If there are audit findings, Subcontractor must submit a detailed response acceptable to the County and/or the State for each audit finding within forty-five (45) days from the date of the audit finding report.
3. If audit findings reveal ineligible/disallowed expenditures, Subcontractor will be required to repay disbursed funds to the Contractor/County.
4. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a minimum period of five (5) years after termination of this Agreement or until all pending County, State and federal audits are completed, whichever is later.

**Section 27. Date of Execution**

The parties hereto agree that the first party to execute this Agreement shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this Agreement is made provided, however, the term shall be for the period set forth in Section 4 herein.

**Section 28. Complete Agreement**

This Agreement and Attachment 1 contain the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

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

**Subcontractor:**

**Contractor:**

**ONTARIO-MONTCLAIR SCHOOL DISTRICT**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
**Phil Hillman, Chief Business Officer**

\_\_\_\_\_  
**Javier John Dutrey, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**ATTEST:**

\_\_\_\_\_  
**Andrea Phillips, City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Diane E. Robbins, City Attorney**



**ATTACHMENT 1**

**SCOPE OF WORK**

The Ontario-Montclair School District (OMSD), Subcontractor under this Agreement, shall provide navigation services in support of the City of Montclair’s Homeless Emergency Aid Program (HEAP).

The HEAP program is intended to enhance the City’s homelessness prevention efforts and will be utilized to create a sustainable system to provide services to those that are chronically homeless and at-risk of becoming homeless. Services for the chronically homeless will be implemented through street outreach led by the City’s code enforcement officers. Through this Agreement No. 19-49, those at-risk of homelessness will be provided with navigation services through the Montclair Community Collaborative.

The OMSD Clinical Supervisor of Behavioral Health will be responsible for overseeing navigation services for those at risk of homelessness in an effort to prevent them from becoming homeless. Navigation services include an intake process to determine other services that may be needed. In addition, OMSD staff will submit all data reports as required in the Homeless Management Information System as defined below:

**Homeless Management Information System**

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

1. Subcontractor shall submit a copy of HMIS reports (see Exhibit 4 - HMIS CLIENT DATA REPORT SAMPLE) with the monthly expenditure reports
2. Subcontractor must ensure all required data elements, as listed below, are entered into the HMIS system for HEAP participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data inputting requirements will constitute a violation of the terms and conditions of this Contract. Contractor will be notified by OHS, and if not rectified, the Contract may be terminated at the County’s sole and absolute discretion.
3. In addition to the timely entry of HMIS data, Subcontractor is required to enter accurate and complete data. The County will ensure Contractor adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS MOU and the OHS Policy Handbook. The Data Quality Standards assess the data quality and completeness of the following Data Elements entered:
  - a. Client Demographic Data
    - 1) Name
    - 2) Social Security Number

- 3) Date of Birth
- 4) Race
- 5) Ethnicity
- 6) Gender
- 7) Veteran Status
- b. Universal Data**
  - 1) Disabling Condition
  - 2) Project Start Date
  - 3) Project Exit Date
  - 4) Destination
  - 5) Relationship to Head of Household
  - 6) Client Location
  - 7) Housing Move-in Date
  - 8) Living Situation
- c. Common Program Specific Data Elements**
  - 1) Income and Sources
  - 2) Non-Cash Benefits
  - 3) Health Insurance
  - 4) Disability Elements
  - 5) Physical Disability
  - 6) Developmental Disability
  - 7) Chronic Health Condition
  - 8) HIV/AIDS
  - 9) Mental Health Problem
  - 10) Substance Abuse
  - 11) Domestic Violence
  - 12) Contact
  - 13) Date of Engagement
  - 14) Bed-Night Date
  - 15) Housing Assessment Disposition
- d. Data Timeliness**
  - 1) Entry Timeliness
  - 2) Exit Timeliness

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

### **Housing First**

Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

### **Ineligible Costs**

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of HEAP and the eligible uses identified in California Health and Safety Code Section 50214.

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

1. An expenditure which is not authorized by this Contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the County by Contractor.
2. The State, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.
3. Program funds shall not be used for overhead or planning activities, including HMIS or Homelessness Plans.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 1, 2020	<b>FILE I.D.:</b>	EMR100/HSP080
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 20-54 WITH SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH PREPAREDNESS AND RESPONSE PROGRAM FOR USE OF THE MONTCLAIR KIDS STATION		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 20-54 with the San Bernardino County Department of Public Health Preparedness and Response Program for use of the Montclair Kids Station.

A copy of proposed Agreement No. 20-54 is attached for the City Council's review and consideration.

**BACKGROUND:** The San Bernardino County Department of Public Health Preparedness and Response Program (SBC DPH PRP) works to prepare for emergencies caused by bioterrorism, infectious disease, and other public health threats through the development and exercise of comprehensive public health emergency preparedness and response plans.

The goal of SBC DPH PRP is to provide a coordinated response along with emergency responders and partner health agencies to meet the public health needs of County residents in the event of such disaster. During an event, the Department of Public Health will conduct disease surveillance and provide emergency health information, health precautions, health education, and links to additional public health resources.

This memorandum of understanding between the SBC DPH PRP and the City of Montclair allows the SBC DPH PRP to prepare, respond, and provide care and prophylaxis treatment in the event of bioterrorism or a public health emergency, such as the COVID-19 pandemic, at the Montclair Kids Station located at the Montclair Transcenter.

The term of this agreement begins June 1, 2020 and may be terminated with 90 days advanced written notice.

**FISCAL IMPACT:** There will be no direct cost to the general fund as a result of this agreement.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 20-54 with the San Bernardino County Department of Public Health Preparedness and Response Program for use of the Montclair Kids Station.



Public Health  
Preparedness and Response Program

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MEMORANDUM OF UNDERSTANDING (MOU)  
FOR USE OF A SITE/FACILITY

**BETWEEN**

**San Bernardino County Department of Public Health  
Preparedness and Response Program (SBC DPH PRP)**

**AND**

**Kids Station  
(SITE/FACILITY PROVIDER)  
Warehouse, Point of Dispensing (POD) or  
Government-Authorized Alternate Care Site (GAACS)**

**AND**

**City of Montclair**

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**AGREEMENT NO. 20-54**

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This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by and between San Bernardino County Department of Public Health Preparedness and Response Program (SBC DPH PRP) and Kids Station, hereinafter referred to as the Site/Facility Provider, and City of Montclair, hereinafter referred to as the City/Town as appropriate.

**RECITALS**

**WHEREAS**, the SBC DPH PRP enters into this Agreement along with the City/Town and Site/Facility to prepare, respond, and provide care and prophylaxis treatment in the event of a bioterrorism or other public health emergencies, such as pandemic influenza, in the County, and;

**WHEREAS**, the SBC DPH PRP will require the Site/Facility to receive, store, stage, and distribute medications and other resources (e.g., antibiotics, antidotes, medical supplies, certain controlled substances, equipment, specialized cargo containers, & portable refrigeration units) received from the State of California in the event that the Strategic National Stockpile (SNS) or the Cities Readiness Initiative (CRI) pharmaceutical caches are requested to address possible large-scale bioterrorism events, or other public health emergencies, such as pandemic influenza; and

**WHEREAS**, the SBC DPH PRP will require Points of Dispensing (POD) sites to provide mass prophylaxis in the event of a bioterrorism event or public health emergency within the County; and will require Government-Authorized Alternate Care Sites (GA ACS) to evaluate/treat individuals by providing health care services and/or to prepare the transport of patients to health care facilities; and

**WHEREAS**, the Site/Facility Provider has the capability to provide a POD and/or a GA ACS and the resources that may be used or designated as a warehouse facility for use in receiving, storing, staging, and distributing medication, and has the resources for hosting a mass prophylaxis POD and/or a GA ACS for a bioterrorism, or other public health emergencies, such as pandemic influenza; and

**WHEREAS**, the City/Town has the personnel and expertise to respond, staff, and support a POD and/or GA ACS in conjunction with the SBC DPH PRP, utilizing the Incident Command System and link with the municipality's EOC, including security and other related services in the event of activation;

**NOW, THEREFORE**, based on the foregoing recitals, which the parties agree to be true and correct, it is mutually agreed as follows:

**I. PURPOSE:**

The purpose of this MOU is to define the distribution of duties between the SBC DPH PRP, the City/Town and the Site/Facility Provider, in responding to and preparing for public health related activities in a possible large-scale bioterrorism, or other public health emergencies such as pandemic influenza.

**II. AREAS OF AGREEMENT AND COOPERATION:**

**Now, therefore, it is agreed as follows:**

The SBC DPH PRP, Site/Facility Provider, and City/Town agree to cooperate in the following areas of endeavor following an incident of large-scale bioterrorism or other public health emergencies.

**A. SBC DPH PRP agrees to:**

1. Implement and comply with any emergency activations under this agreement pursuant to the California Emergency Services Act, California Government Code, Chapter 7, Division 1, Title 2, §§ 8550 et.seq. Any emergency activation of a POD or GA ACS under this agreement shall be preceded by a local emergency proclamation, pursuant to Government Code § 8630, and/or a County health emergency proclamation, pursuant to Health & Safety Code § 101080, by a duly authorized San Bernardino County Government official. This local emergency proclamation shall be countywide or for a defined geographical area.
2. Provide 24-hour or more advance notice to the Site/Facility Provider of the POD/GA ACS needed for activation. However, there should be no expectation of adherence to this provision, as it is understood by the parties that rapid response may require immediate attention.
3. Provide mass prophylaxis to first responders within 24 hours of the POD/GA ACS activation in accordance with the SNS Guide.
4. Designate a SBC DPH Liaison Officer to provide operational support to the City/Town POD Management. The Liaison Officer will be the link between the City/Town and the SBC DPH Department Operations Center (DOC).
5. Provide the Field Operations Guide (FOG) to be utilized for POD operational procedures and management. The FOG will include POD organizational charts, job action sheets, and staff training.
6. Utilize Site/Facility's equipment and supplies, such as office and janitorial equipment, in a manner which is dependent upon the event. If the event requires medications and resources to be dispensed to every person in the County, it is estimated that the utilization of the Site/Facility will require at least ten (10) days.

**B. Site/Facility agrees to:**

1. Grant use of a site/facility for a POD/GA ACS as referenced above. Utilization will be for the purposes of SBC DPH and its designated staff, California Department of Public Health (CDPH), Centers for Disease Control and Prevention (CDC), County, State, and Federal disaster agencies, employees, contractors, and other authorized volunteers during a public health emergency; and grant space, or other enclosed facility as needed for administrative POD management.



2. Allow the SBC DPH PRP use of office, janitorial, and other equipment and supplies as needed, to implement and activate a POD/GA ACS. The SBC DPH PRP will make every reasonable effort to use equipment and supplies from other sources first.
3. Coordinate with SBC DPH PRP, City/Town, and local municipality emergency response for security and support services.
4. Designate three (3) points of contact, at each Site/Facility, including an alternate backup for each contact: (See Appendix A)
  - Administrative – (Primary point of contact). This person will have authority to allow access to facility and all the related resources.
  - Janitorial – This person will have access to equipment and other site resources, and allow facility access.
  - Security - This person will have facility access, including all site resources, and will work with County and local law enforcement in developing and executing security plans.
5. Participate in SBC DPH PRP disaster drills/exercises and complete the POD training series to increase understanding of roles and responsibilities during a public health emergency.

C. City/Town agrees to:

1. Provide emergency and law personnel for the purpose of security and support for the provision of services. Provide personnel and expertise in conjunction with SBC DPH PRP to respond to a public health emergency. Utilize the DPH approved staff list to support a POD and/or GA ACS. This list will be linked with the City/Town Emergency Operation Center (EOC) in the event of activation.
2. Coordinate with SBC DPH PRP to determine the number of POD/GA ACS sites required in the event of a public health emergency. The number of sites will be based on the population served within a given area of a city/town and/or unincorporated area.
3. Participate in SBC DPH PRP disaster drills/exercises and complete the entire POD training series to increase understanding of roles and responsibilities during a public health emergency.

**Comment: The California Emergency Services Act provides for broad immunity against liability for person acting within the scope of the Act. Further “extraordinary powers” are made available to government officials to take necessary actions to mitigate substantial threats to public safety.**

**III. GENERAL PROVISIONS**

A. Mutual Indemnity and Insurance

1. Each party hereto (hereafter, “Indemnifying Party”) shall indemnify, defend and hold harmless the other party, its officers, agents, employees, and volunteers against any loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including





but not limited to reasonable attorney fees, arising from or relating to any negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees, which occurs in the performance of, or otherwise in connection with, this MOU, but only in proportion to and to the extent such loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including reasonable attorney fees, is caused by or results from the negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees.

2. Site/Facility Provider shall procure and maintain, at its sole cost and expense, a comprehensive general liability policy, as well as such policies of professional and other insurance with limits necessary to (i) satisfy requirements of law or (ii) as may be necessary to insure it and its employees and agents against any claim for damages occasioned in connection with performance of this MOU.
3. SBC DPH's indemnity of City/Town and Site/Facility Provider is subject to State or Federal law, other provisions of this MOU or any rule, law or regulation giving SBC DPH, its officers, employees, agents, and authorized volunteers immunity when responding to such disasters, events, or acts.
4. The SBC DPH and City/Town are self-insured.

**B. Appendices**

All appendices referenced in this MOU and attached hereto are incorporated by this reference as if set forth fully herein.

**C. Term and Termination**

This Agreement shall become effective upon the execution by authorized individuals of both organizations. Either party may terminate this Agreement at any time by giving ninety (90) days advance written notice to the other party.

**D. Modification**

This MOU, or any of its specific provisions, may be amended in writing when signed by all currently authorized representatives of the parties.

**E. Notices**

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing:

To the City/Town:

City of Montclair  
5111 Benito Street  
Montclair CA, 91763



To the Site/Facility Provider:

Kids Station  
4985 Richton Street  
Montclair, CA 91763

To the SBC DPH:

San Bernardino County Department of Public Health  
Attn: Preparedness and Response Program  
247 S. Boyd Street  
San Bernardino, CA 92415-0059  
Tel. 909-252-4406

**AUTHORITY**

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the power, right and legal capacity and appropriate authority to enter into this MOU on behalf of the entity for which they sign and to bind the entity to its obligations hereunder.

**IV. SIGNATURES**

Executed as of the day and year last signed below:

\_\_\_\_\_

**Site/Facility** Address: 4985 Richton Street, Montclair, CA 91763

Authorized Signer (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

**CITY/TOWN PROVIDER**

Authorized Signer (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

**SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC HEALTH**

Director of Public Health (Print Name): Corwin Porter

Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

Preparedness and Response Program Manager and/or Coordinator:

(Print Name): Melissa German

Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_



Appendix A

**SITE/FACILITY PROVIDER CONTACTS**

**Administrative (Primary)**

Name: Marcia Richter

Title: Director of Human Services

Phone: 909-625-9453

**Administrative (Backup)**

Name: Alyssa Colunga

Title: Administrative Analyst

Phone: 909-625-9459

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**Janitorial (Primary)**

Name: Xavier Mendez

Title: Public Works Superintendent

Phone: 909-721-1755

**Janitorial (Backup)**

Name: Jim Diaz

Title: Asst. PW Superintendent

Phone: 909-721-1755

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**Security (Primary)**

Name: Montclair Police Department

Title: Dispatch

Phone: 909-621-4771

**Security (Backup)**

Name: Montclair Police Department

Title: Dispatch

Phone: 909-621-4771





infrastructure maintenance, capital projects, personnel, and the ability to maintain comprehensive levels of services.

Over the past week, San Bernardino County communities began the process of reopening the local economy following the May 23, 2020 approval, by the California Department of Public Health, of an attestation from the County of San Bernardino Department of Public Health for a variance to accelerate through Stage 2 of California's [Resilience RoadMap](#) <sup>1</sup>, issued by Governor Newsom on May 4, 2020, with [updated industry Guidance](#) <sup>2</sup> issued on May 5, 2020. On May 19, 2020, Governor Newsom [revised Resilience RoadMap metrics](#) <sup>3</sup> to allow counties an opportunity to accelerate through Stage 2 for retail, shopping malls and dine-in restaurants. Gyms, hair and nail salons, barber shops, movie theaters, sports and entertainment venues, libraries, bars and wineries, hotels and motels, and public swimming facilities are not authorized to reopen until stages 3 and 4 of the Resilience RoadMap.

For Montclair, the Stay-At-Home Order and associated Executive Orders and Guidance are expected to result in a significant loss of revenue over the third and fourth quarters of the current fiscal year – initial projections put the sales and transactions and use tax revenue loss at an estimated \$2.1 million, offset by a hiring freeze and a reduction in expenditures on services and supplies, producing a net loss of approximately \$1.5 million; however, a clearer understanding of the Fiscal Year 2019-20 revenue loss will not be determined until later in the calendar year, following the end-of-year audit.

In Fiscal Year 2020-21, General Fund Revenues are expected to decline further, from the revised Fiscal Year 2019-20 estimate of \$30,641,585 thru April 2020, to \$26,799,191 projected for Fiscal Year 2020-21.

The projected loss of General Fund revenues due to the COVID19 outbreak and the resulting Stay-At-Home Order and shuttering of the state's economy, makes it imperative that the City develop new funding sources, including seeking voter approval of a transactions and use tax district at the November 3, 2020, Municipal Election.

**BACKGROUND:** According to the League of California Cities, approximately 26 counties, 36 County Transportation Districts, 1 Fire District, 1 County Flood Control District, 1 County Zoo Authority, 3 County Hospital Districts, and 270 cities and towns in California have one or more voter-approved transactions and use tax rates ("District" taxes) operating in their respective jurisdictions. Each voter-approved tax measure was adopted in conformity with the state's Transactions and Use Tax Law under various conditions imposed by applicable provisions of the Revenue and Taxation Code – Part 1.6 (commencing with Section 7251) of Division 2 of The Revenue and Taxation Code (the "*California Transactions and Use Tax Law*"). **Exhibit 1**, attached, lists all agencies in California that have voter-approved District taxes and the effective tax rate(s) for each District.

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1 - <https://www.gov.ca.gov/2020/05/04/governor-newsom-provides-update-on-californias-progress-toward-stage-2-reopening/>

2 - <https://www.gov.ca.gov/2020/05/07/governor-newsom-releases-updated-industry-guidance/>

3 - <https://covid19.ca.gov/roadmap/>

On the March 3, 2020 Municipal Election, just prior to the COVID-19 outbreak in the United States, 1 county and 23 cities succeeded in passing or extending District sales tax measures, while 7 counties and 12 cities failed to pass or extend District sales tax measures. **Exhibit 2**, attached, identifies the agencies that succeeded and failed to receive voter approval for new or extended District sales tax measures.

Of the counties and cities that have voter-approved transactions and use taxes, **Table 1**, below, lists 13 counties that have multiple tax districts.

**Table 2**, on the following two pages, lists 50 cities and towns that have multiple tax districts.

**Table 1  
Counties with Multiple District Taxes**

County	Two District Taxes	Three District Taxes	Four District Taxes	Five District Taxes
Alameda				1. 0.50% 2. 0.50% 3. 0.50% 4. 0.50% 5. 0.50%
Fresno		1. 0.125% 2. 0.25% 3. 0.50%		
Los Angeles				1. 0.25% 2. 0.50% 3. 0.50% 4. 0.50% 5. 0.50%
Marin		1. 0.25% 2. 0.25% 3. 0.50%		
Mendocino	1. 0.50% 2. 0.125%			
Monterey	1. 0.125% 2. 0.375%			
Napa	1. 0.50% 2. 0.50%			
Nevada	1. 0.25% 2. 0.125%			
San Francisco City/County	1. 0.50% 2. 0.25%			
San Mateo			1. 0.50% 2. 0.50% 3. 0.50% 4. 0.50%	
Santa Clara				1. 0.125% 2. 0.50% 3. 0.50% 4. 0.125% 5. 0.50%
Santa Cruz			1. 0.25% 2. 0.50% 3. 0.50% 4. 0.50%	
Sonoma				1. 0.25% 2. 0.125% 3. 0.125% 4. 0.25% 5. 0.25%

**Table 2  
Cities/Towns with Multiple Tax Districts**

City/Town	Two District Taxes	Three District Taxes	Four District Taxes
Antioch	1. 1.00% 2. 0.50%		
El Centro	1. 1.00% 2. 0.50%		
Martinez	1. 0.50% 2. 0.50%		
Pinole	1. 0.50% 2. 0.50%		
Richmond	1. 0.50% 2. 0.50%		
San Pablo		1. 0.25% 2. 0.50% 3. 0.25%	
Placerville		1. 0.25% 2. 0.25% 3. 0.50%	
Reedley	1. 0.75% 2. 0.50%		
Eureka	1. 0.50% 2. 0.25%		
Ridgecrest	1. 1.00% 2. 0.75%		
Clearlake	1. 0.50% 2. 1.00%		
Lakeport	1. 1.00% 2. 0.50%		
Culver City	1. 0.50% 2. 0.25%		
Santa Monica	1. 1.00% 2. 0.50%		
Corte Madera	1. 0.75% 2. 0.50%		
Fairfax	1. 0.75% 2. 0.50%		
Larkspur	1. 0.75% 2. 0.50%		
Fort Bragg	1. 0.50% 2. 0.50%		
Ukiah	1. 0.50% 2. 0.50%		
Los Banos	1. 0.50% 2. 0.50%		
Carmel by the Sea	1. 1.00% 2. 0.50%		
Del Rey Oaks	1. 0.50% 2. 1.00%		
Greenfield	1. 0.75% 2. 1.00%		
King City	1. 1.00% 2. 0.50%		
Marina	1. 1.50% 2. 1.00%		
Monterey	1. 1.00% 2. 0.50%		
Salinas	1. 1.00% 2. 0.50%		
Seaside	1. 0.50% 2. 1.00%		
Grass Valley	1. 1.00% 2. 0.50%		
Nevada City		1. 0.375% 2. 0.50% 3. 0.375%	

**Table 2 (Continued)  
Cities/Towns with Multiple Tax Districts**

Municipality	Two District Taxes	Three District Taxes	Four District Taxes
Truckee	1. 0.25% 2. 0.50%		
Palm Springs	1. 0.50% 2. 1.00%		
Isleton	1. 0.50% 2. 0.50%		
Sacramento	1. 1.00% 2. 0.50%		
Yucca Valley	1. 0.50% 2. 0.50%		
Chula Vista	1. 0.50% 2. 0.50%		
Stockton		1. 0.25% 2. 0.25% 3. 0.75%	
Santa Maria	1. 1.00% 2. 0.25%		
Capitola	1. 0.25% 2. 0.25%		
Santa Cruz	1. 0.25% 2. 0.50%		
Scotts Valley	1. 0.75% 2. 0.50%		
Watsonville	1. 0.50% 2. 0.25%		
Vacaville	1. 0.75% 2. 0.25%		
Santa Rosa		1. 0.25% 2. 0.25% 3. 0.25%	
Farmersville	1. 0.50% 2. 0.50%		
Porterville	1. 1.00% 2. 0.50%		
Visalia	1. 0.25% 2. 0.50%		
Port Hueneme	1. 1.00% 2. 0.50%		
West Sacramento		1. 0.25% 2. 0.25% 3. 0.50%	
Woodland	1. 0.25% 2. 0.50%		

Included among California municipal agencies with voter-approved transactions and use taxes is the City of Montclair, one of five jurisdictions in San Bernardino County to assess District taxes. **Table 3**, below, identifies the five San Bernardino County jurisdictions with voter-approved transactions and use taxes:

**Table 3  
San Bernardino County Jurisdictions with Transactions and Use Taxes**

Agency	Tax Rate	Effective Date
San Bernardino County Transportation Authority	0.50% (Measure I)	04/01/1990
Barstow	1.00%	04/01/2019
Montclair	0.25%	04/01/2005
San Bernardino	0.25%	04/04/2007
Yucca Valley	0.50% (essential services) & 0.50% (sewer improvement)	Both: 04/01/2017



**Table 4**, below, identifies three cities in neighboring Los Angeles County that have voter-approved transactions and use taxes.

**Table 4  
Neighboring Los Angeles County Cities with Transactions and Use Taxes**

Agency	Tax Rate	Effective Date
Covina	0.75%	04/01/2019
La Puente	0.50%	04/01/2019
Pomona	0.75%	04/01/2019

**Table 5**, below, identifies 14 cities in neighboring Los Angeles County with transactions and use taxes that recently received voter approval at the March 3, 2020 Municipal Election:

**Table 5  
Los Angeles County Cities with Transactions and Uses Taxes Approved at  
March 3, 2020, Municipal Elections**

Agency	Tax Rate	Voter Support
Long Beach (Measure A)	Extends 1.00%	57.64%
La Verne (Measure LV)	0.75%	54.22%
Azusa (Measure Z)	0.75%	62.66%
Whittier (Measure W)	0.75%	57.73%
Duarte (Measure D)	0.75%	55.79%
Montebello (Measure H)	0.75%	60.87%
Alhambra (Measure AL)	0.75%	63.50%
San Gabriel (Measure SG)	0.75%	54.22%
Gardena (Measure G)	0.75%	64.08%
Lakewood (Measure L)	0.75%	63.38%
Norwalk (Measure P)	0.75%	58.26%
Paramount (Measure Y)	0.75%	71.88%
Culver (Measure CC)	0.50%	75.03%
Hawaiian Gardens (Measure HG)	0.75%	60.90%

**Table 6**, below, identifies 9 cities in San Bernardino County and neighboring Los Angeles County with transactions and use taxes that failed to receive majority voter support at the March 3, 2020 Municipal Election:

**Table 6  
San Bernardino and Los Angeles County Cities with Transactions and Uses Taxes that  
Failed to Receive Majority Voter Support at March 3, 2020**

Agency	Tax Rate	Voter Support
Yucaipa (Measure E)	0.50%	36.54%
San Dimas (Measure SD)	0.75%	39.13%
West Covina (Measure WC)	0.75%	21.09%
Cerritos (Measure C)	0.75%	33.40%
Torrance (Measure X)	0.75%	40.47%
Monterey Park (Measure GG)	0.75%	30.71%
Bell (Measure TT)	0.75%	32.29%
Artesia (Measure AA)	0.75%	48.17%
Avalon (Measure SS)	0.25%	37.15%

At the November 5, 2019 Municipal Election, Measure CR, a City of Claremont transactions and use tax measure proposed a District Tax rate of 0.75%. Measure CR failed to pass, receiving 49.11% voter support.

Based on the above discussion, it is apparent that a growing number of California local governments are asking voters to approve District taxes, and most of the measures are receiving voter approval. Some local government jurisdictions have failed to receive the necessary majority voter support; however, such failure is generally attributed to one or more of the following:

1. A lack of voter outreach by the agency;
2. Voter-perceived local agency failure to demonstrate proper accountability;
3. Failure of the local governing body to connect the proposed tax adjustment with programs and services that impact the local population; and
4. Local voter bias against taxes and/or government services.

As indicated at the opening of this agenda discussion, the Montclair City Council directed City staff to present for consideration a process for submitting to voters a ballot measure that, if approved, would establish a second and separate transactions and use tax district (District Tax No. 2), with a tax rate equal to one of the following three tax rates:

1. One-half of one percent (0.50%);
2. Three-quarters of one percent (0.75%); or
3. One percent (1.00%).

The process of preparing and submitting a ballot measure to voters to consider District Tax No. 2 involves several steps, including the following:

- ***I. Polling Analysis***
- ***II. Analysis of California's Transactions and Use Tax Law***
- ***III. Determination of Proposed Transactions and Use Tax Rate***
- ***IV. Who Pays the Montclair Transactions and Use Tax?***
- ***V. Do District Taxes Adversely Impact Retail Sales?***
- ***VI. Community Education and Outreach***
- ***VII. November 3, 2020, Municipal Election Ballot Timeline***

A discussion of each of the above follows.

### ***I. Polling Analysis – FM3 Research: Community Issues Survey.***

At its October 7, 2019 meeting, the City Council approved Agreement No. 19-92 with FM3 Research to conduct a community issues survey to gauge support for a transactions and use tax adjustment. At the Tuesday, February 18, 2020 Special Meeting of the City Council, a presentation was made by *FM3 Research, Opinion Research & Strategy* regarding the potential for placing on the November 3, 2020, Municipal Election Ballot a Transactions and Use Tax Measure. The survey was conducted January 7-16, 2020, among a random sample of 402 registered Montclair voters likely to vote in the November 2020 General Election. The overall margin of error for the survey is  $\pm 4.9$  percent for the full sample survey, and  $\pm 6.9$  percent for the half sample survey. The results of the survey, conducted in both English and Spanish, were generally highly favorable, with a high level of satisfaction for the Montclair City government overall.

Respondents hold an 83 percent total favorable view of the City's Fire Department; a 75

percent total favorable view of the Police Department; and a 61 percent favorable view of the City Government overall.

More than half, 56 percent, believe the City provides a better quality of life than other nearby communities; 51 percent believe that without additional funds the City would be forced to make cuts in essential services; and 70 percent perceive the City has considerable need for additional funds to provide the level of services residents need and want, with 29 percent saying that need is great.

When asked the following sample ballot question, 69 percent indicated support of the measure, with more than 37 percent indicating they would definitely vote "yes" on the measure, giving the measure the threshold needed to pass (51 percent) across all household income groupings:

*Montclair Essential Services Protection Measure: To protect Montclair's long-term financial stability and fund general needs of the community including maintaining fire, police 911 response; recruiting/retaining well-trained police and firefighters/paramedics; repairing streets/potholes; protecting local drinking water sources; addressing homelessness; maintaining senior/afterschool programs; shall the measure be adopted approving an ordinance increasing the sale tax by 1 percent, providing approximately \$9,200,000\* annually until ended by voters; requiring independent audits; and all funds locally controlled.*

**\*This number is likely to be less during the first 12-months of operation due to potential residual fiscal impacts of the COVID-19 outbreak.**

Interestingly, polling demonstrated that support for a tax measure declines when voters are provided with a lower sales tax amount, as indicated below:

- One percent (1.00%) proposed tax rate – 69 percent support
- Three quarters percent (0.75%) proposed tax rate – 59 percent support
- One-half percent (0.50%) proposed tax rate – 65 percent support

Likely voters were also asked to rank, by importance, forty different categories of City-provided services. Services of priority interest to likely voters include the following:

1. Maintaining fire, police and 911 emergency response – 90 percent support
2. Repairing streets and potholes – 90 percent support
3. Preventing property crimes; e.g., thefts and burglaries – 88 percent support
4. Requiring all funds to be used locally to benefit residents/public disclosure – 88 percent support
5. Keeping public areas safe and clean – 86 percent support
6. *Improving* fire, police and 911 emergency response – 84 percent
7. Recruiting and retaining well-trained public safety personnel – 84 percent
8. Helping ensure young people have safe places to play – 83 percent
9. Maintaining gang prevention programs for at-risk youth – 82 percent
10. Protecting long-term financial stability – 81 percent

Based on the above, it appears that quality of life issues (well-maintained streets, the quality of local parks, safe and clean public areas and neighborhoods, and investments that strengthen and improve the community, improve property values, and make the City a desirable place to live, work and play), maintaining and improving public safety, providing for local control of tax revenues, keeping crime down, improving the City's infrastructure including streets and bridges, and protecting and providing youth-oriented programs are reasons likely voters cited in support of a November 2020 tax measure. Furthermore, a potential tax measure consistently garnered support of 66+ percent of voters, with 69 percent initially supporting a tax measure, rising to 74 percent support after voters were educated on the need for a tax measure – a percentage factor that may have actually increased following the COVID-19 outbreak and the need to rebuild the City's economy and maintain and restore services to the community.

FM3 concluded the following:

1. Overall, voters have favorable views of the Montclair government and public safety departments, and believe the City is heading in the right direction.
2. A majority of voters believe the City has a need for additional funds, with half believing the City would need to make cuts to essential services if additional funds are not developed. This need may now be accentuated by the COVID-19 outbreak. Educating voters to the impacts of the virus on the City's fiscal infrastructure may be crucial to receiving voter approval of a November 3, 2020, tax district measure.
3. Seventy percent of voters initially support a one-cent sales tax measure, with support decreasing at lower tax rates.
4. Maintaining essential services and quality of life, improving roads and public safety response times, and providing for local control of tax revenues are top reasons to support a tax measure.
5. After hearing both educational and critical statements, overall support for a tax measure remains statistically above the simple majority needed for voter approval.

## ***II. Analysis of California's Transactions and Use Tax Law.***

Pursuant to the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the combined rate of all [transactions and use] taxes imposed pursuant to § 7251.1 in any county shall not exceed two percent [2.00%], nor shall the tax be considered if, upon its adoption, the combined tax rate will exceed two percent [2.00%].

The City Council is asked to consider a maximum transactions and use tax rate of one percent (1.00%) for the November 3, 2020 Municipal Election ballot measure. When combined with the existing one-quarter percent (0.25%) Montclair Transactions and Use Tax District tax rate and the County's one-half percent (0.50%) Measure I transportation tax rate, the total transaction and use tax rate in Montclair would be equal to, or less than, one and three-quarters percent (1.75%), below the combined rate of two percent (2.00%) pursuant to § 7251.1 of the Revenue and Taxation Code.

The **transactions tax portion** shall be imposed for the privilege of selling tangible personal property at retail, and the adopting ordinance shall include provisions in substance as follows:

1. A provision imposing a tax for the privilege of selling tangible personal property at retail upon every retailer in the City at a rate of one-eighth of 1 percent, or a multiple thereof, of the gross receipts of the retailer from the sale of all tangible personal property sold by that person at retail in the City.
2. Provisions identical to those in Part 1 (commencing with Section 6001), insofar as they relate to sales taxes and are not inconsistent with Part 1.6.
3. A provision that all amendments subsequent to the effective date of Part 1.6 to Part 1 (commencing with Section 6001) relating to sales tax and not inconsistent with Part 1.6 shall automatically become a part of the transactions and use tax ordinance.
4. A provision that the amount subject to tax shall not include the amount of sales tax or use tax imposed by the State or by the City or County pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, or the amount of any state-administered transactions or use tax.
5. A provision that there are exempted from the tax the gross receipts from the sale of tangible personal property, other than fuel and petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusive in the use of the aircraft as common carriers of persons or property under the authority of the laws of California, the United States, or any foreign government.
6. A provision that the sales of property to be used outside the City which are shipped to a point outside the City, pursuant to the contract of sale, by delivery to that point by the retailer or his or her agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point, are exempt from the tax.
7. A provision that the sale of tangible personal property is exempt from tax if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operated date of the ordinance. A lease of tangible personal property which is a continuing sale of that property is exempt from tax for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of the ordinance. The sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

The **use tax portion** of any transactions and use tax ordinance shall impose a complementary tax upon the storage, use, or other consumption in the City of tangible personal property purchased from any retailer for storage, use, or other consumption in the City. The tax shall be at a rate of one-eighth of 1 percent, or a multiple thereof, of the sale price of the property whose storage, use, or other consumption is subject to the tax, and the adopting ordinance shall include provisions in substance as follows:

1. Provisions identical to those in Part 1 (commencing with Section 6001), insofar as they relate to use taxes and are not inconsistent with Part 1.6.
2. Except as provided in paragraph (3), below, a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including but not limited to, soliciting or receiving the order, either directly or indirectly, at a

place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

3. A retailer engaged in business in the City shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 40000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.
4. A provision that all amendments to the provisions of Part 1 (commencing with Section 6001) relating to the use tax and not inconsistent with Part 1.6 shall automatically become a part of the adopting ordinance. However, no amendment shall operate so as to affect the rate of tax imposed by City Council.
5. A provision that the amount of subject tax shall not include the amount of any sales tax or use tax imposed by the State or by the County pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200)) or the amount of any state-administered transactions or use tax.
6. A provision that any person subject to a use tax under the City-adopted ordinance pursuant to Part 1.6 shall be entitled to credit against that tax or any transactions tax, or to reimbursement for a transactions tax, paid to the City or retailer in the City imposing a transactions and use tax subject to Part 1.6.
7. A provision that, in addition to the exemption provided in Sections 6366 and 6366.1, the storage, use, or other consumption of tangible personal property, other than fuel and petroleum products, purchased by operators of aircraft and used or consumed by the operators directly and exclusively in the use of the aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this state, the United States, or any foreign government, is exempt from the use tax.
8. A provision that the storage, use, or other consumption in the City of tangible personal property is exempt from the tax if the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of the ordinance. The possession of, or the exercise of any or power over, tangible personal property under a lease which is a continuing purchase of the property is exempt from tax for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease entered into prior to the operative date of the ordinance. For purposes of this subdivision, the storage, use, or other consumption of, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not the right is exercised.

For the purposes of a transactions tax imposed by an ordinance adopted pursuant to Part 1.6, all retail transactions are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or its agent to an out-of-state destination or to a common carrier for delivery to an out-of-state

destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which the delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail are consummated for the purpose of a transactions tax imposed by an ordinance adopted pursuant to Part 1.6 shall be determine under rules and regulations to be prescribed and adopted by the State Board.

No ordinance adopted pursuant to Part 1.6 shall be operative on other than the first day of a calendar quarter, or prior to the first day of the first calendar quarter, commencing more than 110 days after the adoption of the ordinance (effectively, April 1, 2021).

Prior to the operative date of any ordinance imposing a transactions and use tax pursuant to Part 1.6, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of the ordinance. The contract shall contain a provision that the City shall reimburse the Board for and hold the Board harmless from any and all costs, losses, or refunds of any kind whatsoever. The contract shall also contain a provision that, in the event that a legal action is commenced challenging the validity of the tax in its entirety, as opposed to its application to an individual taxpayer, the City shall place the tax proceeds into an interest-bearing escrow account until the legality of the tax is finally resolved by a final and non-appealable decision rendered by a court of competent jurisdiction. That provision shall be enforceable by any interested person in a proceeding for a writ of mandate. The City shall be entitled to indemnity for any and all costs, losses, or refunds from any entity, except the state, that participated in the imposition of the tax. The City currently has an operational contract with the State Board of Equalization to administer operation of the transactions and use tax currently in effect in Montclair.

All transactions and use taxes collected by the State Board of Equalization pursuant to contract with the City are, and shall be, transmitted by the Board to the City periodically as promptly as feasible, but at least twice in each calendar quarter.

The City shall pay to the Board its costs of preparation to administer and operate the transactions and use taxes ordinance. The City shall pay such costs monthly as incurred and billed by the Board. Such costs shall include all preparatory costs, including costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing of forms, developing instructions for the Board's staff and for taxpayers, and other necessary preparatory costs which shall include the Board's direct and indirect costs as specified by Section 11256 of the Government Code. Any disputes as to the amount of preparatory costs incurred shall be resolved by the Director of Finance, whose decision shall be final. The maximum amount of all preparatory costs to be paid by the City shall not exceed one hundred seventy-five thousand dollars (\$175,000).

In addition to the amounts for preparatory costs, the Board shall charge the City an amount for the Board's services in administering the transaction and use tax determined by the Board. The amount charged shall be based on the City's proportional share of the revenue after weighting the revenue to equalize the differences in the City's tax rates, and the Board shall, by June 1 of each year, notify the City of the amount that it anticipates will be assessed for the succeeding fiscal year.

As presently adopted, Ordinance No. 04-849, the "Transactions and Use Tax Ordinance of the City of Montclair", appears to be in general compliance with California's Transactions and Use Tax Law; however, some modifications to the Ordinance are

required and will be presented to the City Council for consideration in the event a determination is made to move forward with District Tax No. 2 for voter consideration.

While it is possible to amend Ordinance No. 04-849 to reflect a change to the current transactions and use tax rate of 0.25%, **the preferred course of action is to propose a new tax district tax (District Tax No. 2) at a rate determined by the City Council for presentation to Montclair voters.**

Proceeds of the transactions and use tax would be deposited into the City's General Fund to be used for general government needs of the City, which may include, but not be limited to capital equipment requirements, capital improvement projects, fire and police protection, street and park maintenance, planning and engineering services, code enforcement, youth and senior citizen programs, operational expenses, fiduciary responsibilities, indebtedness, and general obligations of the City. A transactions and use tax imposed by the voters of Montclair would be intended to be a general tax, the proceeds of which shall be spent as the City Council, in its discretion, shall, from time-to-time, determine.

### ***III. Determination of Proposed Transactions and Use tax Rate.***

As part of the Community Issues Survey, likely voters were asked to consider the following transactions and use tax rates for District Tax No. 2:

- One-half of one percent (0.50%);
- Three-quarters of one percent (0.75%); or
- One percent (1.00%)

Interestingly, the survey demonstrates that support for a tax measure declines when likely voters were provided with a lower sales tax amount, as indicated below.

- One-half of one percent – estimated to generate \$4.6 million annually
  - ✓ 37 percent definitely YES; 22 percent probably YES; 7 percent lean YES.  
**Total Support – 65 percent**
  - ✓ 20 percent definitely NO; 7 percent probably NO; 2 percent lean NO
  - ✓ Undecided – 6 percent
  - ✓ Margin of error – ±4.9 percent full sample, ±6.9 percent margin half sample
- Three-quarters of one percent – estimated to generate \$6.9 million annually
  - ✓ 28 percent definitely YES; 25 percent probably YES; 6 percent lean YES.  
**Total Support – 59 percent**
  - ✓ 23 percent definitely NO; 5 percent probably NO; 3 percent lean NO
  - ✓ Undecided – 9 percent
  - ✓ Margin of error – ±4.9 percent full sample, ±6.9 percent margin half sample
- One percent – estimated to generate \$9.2 million annually
  - ✓ 37 percent definitely YES; 27 percent probably YES; 5 percent lean yes.  
**Total Support – 69 percent**



- ✓ 16 percent definitely NO; 8 percent probably NO; 2 percent lean NO
- ✓ Undecided – 4 percent
- ✓ Margin of error – ±4.9 percent full sample, ±6.9 percent margin half sample

Because the proposed District Tax No. 2 would be for general government purposes, the threshold for support is a simple majority vote.

As polled, and after accounting for a ±4.9 percent margin of error for the full sample, a ±6.9 percent margin of error for the half sample, and a shift in the undecided columns toward a "NO" vote it appears the one-half of one percent (0.50%) and one percent (1.00%) tax rates would likely win majority support of likely voters, with the one percent (1.00%) tax rate prevailing by the largest margin.

**The City Council is requested to direct City staff on the tax rate to be proposed for voter consideration as District Tax No. 2.**

California's minimum statewide tax rate is 7.25 percent, of which 6.00 percent is state directed, and 1.25 percent is directed to local governments pursuant to the Bradley-Burns Uniform Local Sale and Use Tax Law (Part 1.5 (commencing with Section 7200)).

Components of the statewide 7.25 percent sales and use tax rate are identified in **Table 7**, below:

**Table 7  
California Statewide Sales Tax Rate**

Rate	Jurisdiction	Purpose	Authority
3.6875%	State	General Fund	Revenue and Taxation Code Sections 6051, 6201
0.25%	State	General Fund	Revenue and Taxation Code Sections 6051.3, 6201.3
0.50%	State	Local Public Safety Fund to support local criminal justice activities	Section 35, Article XIII, State Constitution
0.50%	State	Local Revenue Fund to support local health and social services programs	Revenue and Taxation Code Sections 6051.2, 5201.2
1.0625%	State	Local Revenue Fund	Revenue and Taxation Code Sections 6051.15 and 6201.15
1.25%	Local	0.25% to county transportation funds 1.00% to city or county operations	Revenue and Taxation Code Sections 7202 and 7203
<b>Total 7.25%</b>	State/Local		

The California sales tax is as high as it is, relative to other states, as compensation for reduced property taxes in the state, which were introduced by Proposition 13 in 1978. The California sales tax applies to all sales of tangible goods, but not the sale of services. There are, however, exemptions to the general sales tax, including exemptions for groceries and some prescription drugs, the sale of items such as livestock, farm supplies, and alternative energy equipment may also be exempt by specific legislation.

In most areas of the state, local jurisdictions have added "district taxes" that increase the tax owed by a seller. District taxes can range widely, from 0.10 percent to 1.00 percent and more, and in some areas there may be more than one district tax in effect. Limitations do apply to the overall tax rate. The maximum statewide tax rate allowed by California law is 10.50 percent.

After local surtaxes, the average district sales tax in California is 2.373 percent, including the 0.25% to county transportation funds and 1.00 percent Bradley-Burns Uniform Local Sales and Use Tax, for a statewide average district total of 8.373 percent.

The current district tax rate in Montclair is 8.00 percent, including the statewide 7.25 percent tax rate, the 0.25 percent Montclair District Tax No. 1, and a 0.50 percent San Bernardino County Transportation Authority tax for transportation purposes (Measure I).

Furthermore, pursuant to the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the combined rate of all [transactions and use] taxes imposed pursuant to Section 7251.1 in any county shall not exceed 2 percent, nor shall the tax be considered if, upon its adoption, the combined rate will exceed 2 percent. Generally, tax rates may be imposed at a minimum rate of 0.125 percent and in 0.125 percent increments up to the 2 percent cap in a county.

**Table 8**, below, is an example of how the 2 percent cap would apply in Montclair:

**Table 8  
California Transactions and Use Tax Law 2% Rate Cap**

Local Agency	Current Minimum Statewide Rate	Current Montclair District Rate	Current District Rate Due to County	Current District Rate Due to City	Total Current District Rate	Total Available in Montclair District
City of Montclair	7.25%	0.75%	0.50% SBCTA Measure I	0.25% District Tax No. 1	8.00%	1.25% of 2.00% total cap available

It should be noted that Local governments can seek a legislative override of the 2 percent rate cap.

***IV. Who Pays the Montclair Transactions and Use Tax?***

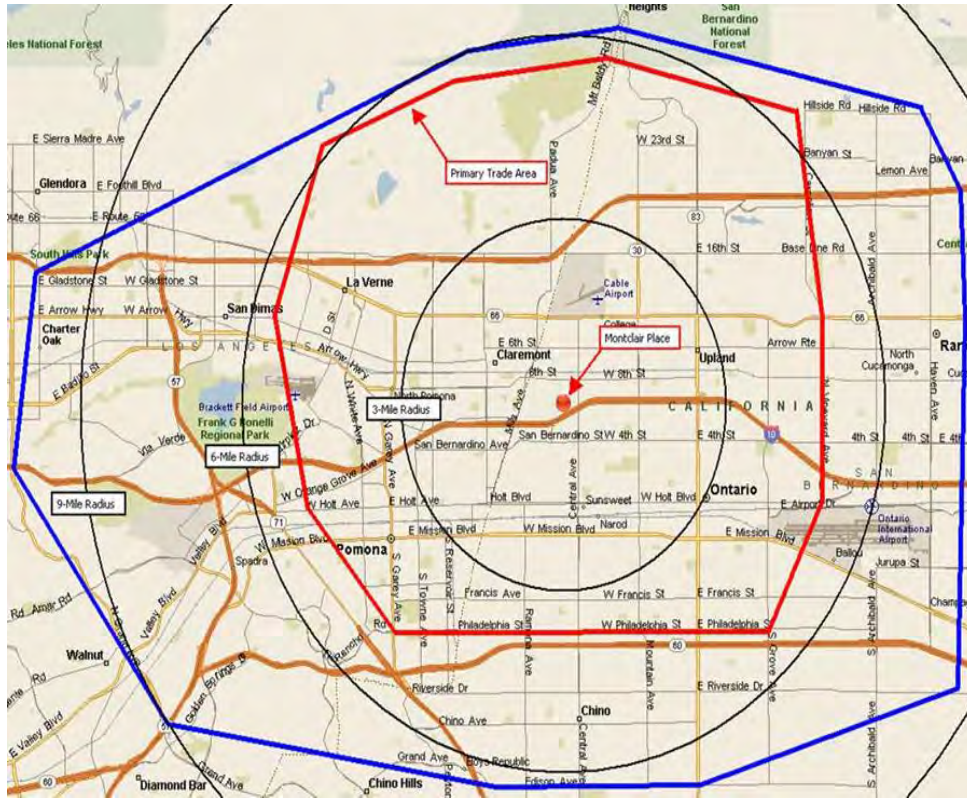
A retail trade area represents the sphere of influence from which a retailer or collection of retailers get customers, and the trade area itself may be a town, city, district, or larger regional area. An analysis of the trade area gives detail as to the areas included in the circumference of the trade area, and provides an understanding of the demographic and socio-cultural aspects of the customer base including gender, age, income level, consumption patterns and standard of living.

Generally, a trading area may be divided into primary, secondary and tertiary zones. The primary area is the first layer of any trading zone that provides 55 to 70 percent of the customer base. The secondary area expands beyond the primary area and is the geographical zone that typically contains 15 to 20 percent of the total customer base. The tertiary area contains the remaining 5 to 15 percent of customers who occasionally visit within the primary trade area because their local stores either do not satisfy local demand, or they are looking for wider merchandise assortment and other store-specific criteria. Trade area data is typically drawn from point-of-sale data and other data inputs, including traffic studies.

Because the trade area defines the customer base, it can also be used to determine the distribution of taxpayers.



## Illustration 2 Montclair Secondary Trade Area



The following customer-related statistics are found within Montclair's Secondary Trade Area:

- Population: 807,000
- Households: 243,000
- Average Household Income: \$89,000
- Annual Population Growth: 0.65%

Based on data derived from Montclair's Primary and Secondary Trade Areas, the following taxpayer distribution datasets are provided:

- Primary Trade Area
  - Montclair population and percentage of taxpayers:
    - ✓ Population – 40,000
    - ✓ Percentage of taxpayers – 9 percent
  - Population outside Montclair and percentage of taxpayers outside Montclair:
    - ✓ Population – 402,000
    - ✓ Percentage of taxpayers – 90 percent

- Secondary Trade Area
  - Montclair population and percentage of taxpayers:
    - ✓ Population – 40,000
    - ✓ Percentage of taxpayers – 5 percent
  - Population outside Montclair and percentage of taxpayers outside Montclair:
    - ✓ Population – 807,000
    - ✓ Percentage of taxpayers – 95 percent

Recognizing the regional status of Montclair Place, emergence of the Montclair Transit District, and the scope of regional public transit service provided out of the Montclair Transcenter, it is reasonable to conclude that Montclair has the capacity to attract customers throughout the Primary and Secondary Trade Areas. According to the HdL Companies, the City's third party tax administrator, Montclair also enjoys a relatively high per capita sales count, at nearly double the average count for San Bernardino County, Southern California, and the state. Montclair's relatively high per capita sales count is an indicator that a significant share of sales generated in Montclair comes from customers outside the community.

Based on the above analysis, it can be concluded that retail sales in Montclair are greatly dependent on customers throughout the City's Primary and Secondary Trade Areas. Even when accounting for local-serving retail that derives customers from a narrower market area, it can be safely concluded that an estimated 70 to 75 percent of retail sales in Montclair are generated from customers who reside outside the City's administrative boundaries.

#### ***V. Do District Taxes Adversely Impact Retail Sales?***

According to an August 2016 letter prepared by HdL Companies (**Exhibit 3**, attached), more than 90 percent of California's population reside in a county and/or municipal jurisdiction that operate under a voter-approved District Tax (transactions and use tax measure).

The confidentiality requirements imposed by Revenue and Taxation Code Section 7056 prohibit disclosure of information from sales tax returns; therefore, any analysis of the impact of a District Tax must be general in scope.

In the conduct of its analysis, HdL examined point-of-sale sales tax receipts, without adjustment for any external or business factors. The analysis looked at payment aberrations for cities that implemented a transactions and use tax compared to countywide percentage changes over the same examination period.

The HdL examination made the following conclusions:

- No conclusive evidence in the data analyzed pointed to a measurable and on-going negative impact from the implementation of add-on transactions and use taxes at rates between 0.50 percent to 1.00 percent on taxable sales.
- While sales of general consumer goods at brick-and-mortar retail stores have been relatively weak in recent years compared to other categories, HdL found this trend to be driven by consumer preferences towards purchasing merchandise from online retailers, not from higher voter-approved

transactions and use taxes. The sales tax collected from online transactions are pooled countywide, based on point of delivery, and the local 1% sales tax is distributed on a pro-rata basis to cities and counties. Furthermore, transactions and use taxes for online sales are allocated directly to the local agency where the goods are shipped.

- Cities with add-on taxes typically experienced a 1 percent growth rate in sales tax receipts after implementation of the add-on tax, compared to the overall county for the same period.
- Generally, the average percentage change in receipts for the Automobile/Transportation sector in cities with an add-on tax were within  $\pm 2$  percent of the countywide percentage change for the Automobile/Transportation sector for the same period.
- While it may be probable that some businesses are impacted by the adoption of local add on taxes, HdL found no conclusive evidence to support the supposition. The lack of conclusive evidence suggests the following:
  - If there is an impact associated with formation of a district tax, it is negligible;
  - Californians are accustomed to taxes added to the purchase price, and base their buying decision on the cost of the merchandise rather than the added percentage of sales tax;
  - Tax increases are generally too small to justify avoidance of a tax; and
  - Consumers who do include the total sales tax in their buying decisions generally have few other options since a growing number of California jurisdictions are adopting add-on taxes.

## **VI. Community *Education and Outreach.***

Community education and outreach is considered essential to the successful presentation of District Tax No. 2 to Montclair voters. FM3 Research, the company that conducted polling among likely Montclair voters regarding their attitude toward a transactions and use tax, considers this step crucial for two central reasons:

1. It would facilitate with education of voters regarding the purpose of proposed District Tax No. 2 to maintain quality of life, improve public safety services, improve City infrastructure, build bridges, pave and maintain roads, provide and maintain programs for the community's youth, and provide for local control of generated revenues; and
2. It would facilitate countering critical messaging designed to create false narratives regarding the need and purpose for Distract Tax No. 2.

City of Montclair officials (elective and appointed officials and employees) are prohibited by state law from preparing or distributing materials in support of or opposition to an initiative during working hours. However, City officials can prepare and distribute to citizens neutral fact sheets concerning the fiscal impact of an initiative on agency revenues and possible impacts on expenditures. This effort can include the use of staff time to research the impact of a ballot measure for the purpose of gathering facts, and the use of third party consultants to advise and direct on an education effort.

Local governments can make an objective and fair presentation of facts as a normal and regular part of conducting local government affairs. Information may be distributed by using normal methods of communication, including newsletters, utility mailing and other forms of communication used to communicate with citizens.

The City Council, as the local governing body, may pass a resolution in support or opposition of a ballot measure at an open public meeting. Any required notice must include the title and number of the ballot proposition, and members of the legislative body, and public, who hold an opposite view, must be given an equal opportunity to express their views at the public meeting; i.e., an elected official may make a statement of support or opposition, but this exception does not extend to appointed officials or employees while on duty.

Members of the governing body may separately communicate opposition or support of a ballot measure, for example, as in a letter to the editor of a local newspaper of general circulation; however, there should be no implication in the letter that the writer is expressing an official position on behalf of the City.

To facilitate educational outreach, City staff submitted Requests for Quotes (RFQs) to several public communication firms that specialize in community education and outreach services with an emphasis on sales tax measures. The City received quotes from the following firms: Civic Publications, TBWBH, Cerrell, and the Lew Edwards Group.

It should be noted that the firms contacted provide a wide array of services and emphasis different modes of community education and outreach services that slightly differ from one another. As such, a direct comparison of the scope of services provided is slightly nuanced. Below is a summary of the scope of services provided by the above mentioned firms.

### **Civic Publications**

Civic Publications, Inc. is a multi-media company located in La Verne that specializes in media, content development and public outreach for public agencies. Civic works with public agencies to create, coordinate and distribute public information to help bring awareness and understanding to complex issues on matters of civic importance. Civic prides itself in its ability to articulate city services, projects and issues with facts, clarity and transparency to achieve community awareness. A copy of the proposed scope of services is included in the City Council's agenda packet as **Exhibit 4**.

The scope of services provided by Civic Publications is summarized as follows:

#### **1. Strategy and Message Development**

- Develop communications strategies and work with City to ensure that a clear, coherent and cohesive message is developed and communicated.
- Make the sales tax proposal widely understood by diverse stakeholders affected by sales tax generation and explain the responsible application of funds in the public interest.
- Explain clearly how the increase would be implemented, its effects and how the funds would and would not be used.
- Develop productive relationships with media outlets and community interests involved in sales tax generation and utility.

- Research and advise the City of best practices that were used by other California cities and public agencies to generate interest in community tax issues.
2. Communication Methods
    - Development of effective print, social media, digital and video content carrying the approved messaging with clarity and worthy of trust.
    - Develop and coordinate a community-wide informational mailing program.
    - Schedule community meetings and presentations.
  3. Ballot Measure
    - Develop and recommend a ballot question that includes key features and accountability provisions.
    - Provide review and editing of all resolutions and ordinances drafted by legal counsel.
    - Develop a plan for sharing draft measure documents for input with key community stakeholders.

## **TBWBH**

TBWBH is a strategy and communications consulting firm that specializes in helping local government agencies design winning revenue measures ballots and implements the communication strategies that help communities understand revenue needs. Over the past two decades, TBWBH has helped a variety of cities, counties, school districts, community college districts and other local agencies pass hundreds of successful revenue measures, generating billions in locally-controlled funding for public projects and services. A copy of the proposed scope of services is included in the City Council's agenda packet as **Exhibit 5**.

- **Extensive City Revenue Experience.** TBWBH has helped pass 57 revenue measures for California cities. In 2018 alone, TBWBH helped design and PASS 14 successful city revenue measures and is proud to maintain a 92% success rate on revenue measures for cities overall. These successes include general taxes, special taxes, bond measures, parcel taxes, sales taxes, transient occupancy taxes (TOTs), utility taxes (UUTs) and others. TBWBH understands the issues and challenges that cities face when they go to the ballot seeking support for revenue.
- **Commitment to Client Service.** TBWBH clients tell them that their responsiveness and attention to detail sets them apart. TBWBH believes that clients shouldn't have to struggle to get the attention of their strategists. TBWBH's in-house, award-winning graphic design and production team is responsive to client needs.
- **Experience with Information, Not Advocacy.** TBWBH has extensive experience helping cities and other public agencies craft effective public informational materials that don't cross the line into advocacy. TBWBH will work closely with the City and legal counsel to develop the right plan and materials.



The scope of services provided by TBWB is summarized as follows:

1. Build Consensus and Constituent Outreach

- Develop informational messaging and a plan for getting the message out to key audiences.
- Provide talking points, answers to frequently asked questions and a message training to key city staff, employee groups, commissioners and elected officials.
- Develop strategies and plans to inform and engage key internal stakeholder groups within the community.
- Provide information to be added to City website, distributed through social media and included in newsletters.
- Prepare presentations for community meetings.
- Write, design and produce informational mailings to educate, inform and engage voters.
- Develop strategies for managing coverage of this issue in the local press.
- Develop strategies and plans to inform and engage influential external groups including elected leaders, business leaders, neighborhood leaders, faith community leaders and taxpayer groups.

2. Build a Strong Measure

- Work with City and financial team to finalize amounts, tax rates and the structure of the ballot measure.
- Refine the description of City needs to make sure they are written in clear and understandable language featuring projects and programs that are high priorities for voters.
- Work with City and legal counsel to define important taxpayer accountability protections, including any potential independent Citizens' Oversight Committee and public reporting process, if needed.
- Work with City and legal counsel to develop all ordinances/resolutions required for calling the election.
- Develop the critical ballot question that will appear on ballots.
- Develop and refine the full text of the measure and other materials that will appear in the ballot pamphlet mailed to all voters.

## **Cerrell**

Since their founding in Los Angeles in 1966, Cerrell has built countless successful strategic communications and advocacy programs. Cerrell's trademark approach "Strategy, Action, Results" have helped cities, non-profits, multinational corporations and trade associations achieve their communication and advocacy goals.

Cerrell helps develop customized, integrated and multilingual education programs to ensure constituents understand all aspects of a sales tax measure. A specialty throughout Cerrell's history has been working with municipalities on strategic communications and public education programs on funding measures. Cerrell has

worked for numerous cities on revenue measures, including Burbank, Culver City, Downey, Duarte, El Monte, Glendale, Norwalk, San Dimas and Westminster, along with communication programs in neighboring Pomona, Claremont, Anaheim, Huntington Beach, Montebello and Monrovia.

As part of their RFQ, Cerrell provided three different levels of service – Bronze, Silver and Gold, each with elevated levels of service. In order to provide a comparative analysis between the four firms, staff evaluated Cerrell's Bronze scope of service. A copy of the proposed scope of services is included in the City Council's agenda packet as **Exhibit 6**.

The scope of services provided by Cerrell is summarized as follows:

The Bronze Level focuses on core public education and engagement activities to raise awareness among Montclair residents and businesses about the City's financial situation and the challenges that remain.

1. Strategic Counsel:

- Montclair needs a local, experienced and responsive consultant that can adapt their approach based on changes on the ground. Cerrell will be that guide directing which tools to use and when from our kickoff meeting through Election Day.

2. Brand Development:

- Every Cerrell municipal education program has a distinct brand, something that will resonate with residents and business owners as being local and authentic. Just as Cerrell did with Duarte and its "Duarte for All" program, Cerrell will work to customize a name and logo for Montclair's tax measure.

3. Message and Theme Development:

- Cerrell will work to develop the themes and messages that will serve as the cornerstone for all public outreach and external communication activities.
- These messages incorporate existing messages the City uses to communicate with its constituents. Cerrell will create a key messages/talking points document from which all written and verbal communications will be based.

4. Materials Development:

- Based on the theme and messages, Cerrell will develop a set of multilingual collateral materials to communicate with residents. These materials will have the look and feel of other City materials and will be Cerrell's primary tool to disseminate messages to external audiences. Materials could include the following:
  - Fact sheet
  - Frequently Asked Questions (FAQ) sheet
  - PowerPoint presentation
  - Palm Card (for public events)

#### 5. Message Dissemination:

- Cerrell will work with the City to disseminate educational messages through its existing electronic and printed newsletters, to reach a broader audience and enhance our educational efforts. Additionally, Cerrell recommends that materials be placed in all City facilities and explore utilizing other City communications platforms to distribute our messages/materials.

#### 6. Media Relations:

- One of the quickest ways for a public communications program to spin out of control is for the media to misinterpret the City's intentions or the potential community impact of a revenue-generating measure. To prevent any misunderstanding, Cerrell will support the City in engaging with key reporters and editors, mainly from the Inland Valley Daily Bulletin.

#### 7. Online/Social Media:

- Cerrell will complement traditional outreach methods with a robust online presence to reach the broadest audience of Montclair's residents. The City's existing channels already have established audiences among residents and business owners, and distributing messages through these trusted channels will ensure a greater acceptance of the messages and wider distribution.
  - Cerrell will work with the City to populate its existing website with approved messages and information. Cerrell recommends the development of a simple landing page to host collateral materials and to serve as a clearinghouse of information and messaging.
  - A vital avenue to further educate the public and share links to outreach materials and other resources, Cerrell will create a social media calendar and content for the City's existing social media channels. Whenever possible, Cerrell will ensure that social media content is visually interesting, incorporating graphic elements and multimedia content.

### **Lew Edwards Group**

Lew Edwards Group (LEG) specializes in preparing cities and other local governments for local revenue measures, which constitutes more than two-thirds of their practice. LEG provides a full range of Lead Consultant Ballot Measure Preparation and Informational Communication services for counties, cities, and special district measures of all types, and is a California leader in providing strategic communications and revenue measure preparation services to local governments throughout California.

LEG prides itself on providing individualized quality service to each of their clients. LEG's award-winning approaches have been recognized in the prestigious *Pollie and Golden Paragon Awards* for excellence and innovation.

Local government and public agency representation constitutes more than two-thirds of LEG's practice. LEG functions as a Lead Consultant to their client cities. Experts from LEG are frequently sought after trainers and speakers for the League of California Cities, California Municipal Treasurers Association, California Society of Municipal Finance Officers, Local Government Commission, Institute for Local Governments, Municipal

Management Association of Northern California, California Police Chiefs Association and others. A copy of the proposed scope of services is included in the City Council’s agenda packet as **Exhibit 7**.

The scope of services provided by LEG is summarized as follows:

1. Recommend a legally permissible informational communications plan.
2. Finalize a planning timeline and budget.
3. Train City messengers on legally permissible Speakers’ Bureau activities and other permissible City informational outreach.
4. Develop an earned/social media/web-based strategy and word copy content for permissible City communications (mailings/digital media).
5. Assist the City with Rapid Response services to correct misinformation (note that our firm does not function as a paid spokesperson for the City).
6. Provide input to the City Attorney on voter handbook materials.

**Community Education and Outreach Cost of Services**

Following are the estimated quotes from each of the above-mentioned firms for the preparation and development of a community educational and outreach program for a proposed November 2020 ballot measure:

<u>Name of Firm</u>	<u>Quote</u>
Civic Publications	\$80,672.00 *
TBWBH	\$63,696.00 **
Cerrell	\$47,200.00 **
Lew Edwards Group	\$36,000.00 ***

*Staff is recommending a \$10,000 contingency for additional services that may arise during the community education and outreach program.*

As indicated in the above summaries, each vendor provides a wide array of services, professional expertise, and community-education and outreach services – activities that vary in many nuanced ways. Therefore, a direct comparison of the respective scope of services is difficult to achieve. Nonetheless, City staff does note the following discernable differences in each vendor's scope of services:

- \* *Civic Publications — scope of services includes costs associated with graphic design and the mailing of mailers to residents and business in the community. Civic Publications did not include a cost breakdown for the mailers, but instead includes mailing costs in the overall cost summary.*
- \*\* *TBWBH and Cerrell — scope of services both include costs associated with graphic design and the mailing of two mailers to residents and business in the community.*
- \*\*\* *Lew Edwards Group — scope of services does not include costs associated with graphic design and the mailing mailers. Lew Edwards Group Firm prefers City to work with local vendors for graphic design and mailing costs.*

After careful evaluation and consideration of each proposal, City staff is recommending utilizing the services of Cerrell as the most professional, responsive option. Cerrell's qualifications, customer service, scope of services provided, estimated price point, and extensive history set the firm apart from the other respondents.

For five decades, Cerrell has worked with municipalities on strategic communications and public education programs for local ballot initiatives. Cerrell has a 27-person staff and their office is located in Los Angeles. The vendor possesses significant expertise in assisting municipalities in exploring local revenue generating measures, and in working on behalf of those entities to ensure their residents are educated on the choices they will face on "Election Day". Cerrell also has a history of working with survey research firms, including FM3, on many successful local ballot measures and public education efforts for a variety of local tax measures.

One of Cerrell's key objectives during a ballot measure is creating clear and effective communication programs to raise awareness in the community about city services and initiatives, and to ensure the public understands the position of a municipality and the reasoning behind its decision to place a tax measure on the ballot. Cerrell has worked with a number of cities and local agencies on a variety of successful tax measures. Some of Cerrell's local clients include Glendale, El Monte, Culver City, Anaheim, Montebello, Duarte, San Dimas and Los Angeles.

***VII. November 3, 2020, Municipal Election Ballot Timeline.***

According to the San Bernardino County Registrar of Voters, **Table 9**, below, identifies the "events" and timelines related to submission of a ballot measure appearing on the November 3, 2020, Municipal Election:

**Table 9  
Ballot Measure Events and Timelines  
November 3, 2020 Municipal Election**

EVENT	RESOLUTION RECEIVED 116 OR MORE DAYS BEFORE ELECTION DATE, OR BY JULY 10, 2020	RESOLUTION RECEIVED 115 AND 88 DAYS BEFORE ELECTION DATE, OR BY AUGUST 7, 2020
<b>Impartial Analysis submission deadline</b>	By 5 p.m., 106 days before election or Friday, July 10, 2020	By 5 p.m., 78 days before election or Monday, August 17, 2020
<b>Argument submission deadline</b>	By noon, 106 days before election or Friday, July 10	By noon, 78 days before election or Monday, August 17
<b>Rebuttal submission deadline</b>	By 5 p.m., 102 days before election or Tuesday, July 14	By 5 p.m., 74 days before election or Friday, August 21
<b>End of 10-day public examination period for Arguments</b>	Noon, 96 days before election or Thursday, July 30	Noon, 68 days before election or Thursday, August 27
<b>End of 10-day public examination period for rebuttals</b>	5 p.m., 92 days before election or Monday, August 3	5 p.m., 64 days before election or Monday, August 31
<b>Assignment of measure letters</b>	11 a.m., 85 days before election	
<b>Deadline to withdraw measure</b>	5 p.m., 83 days before election	

## FISCAL IMPACT:

1. Receiving and filing the agenda report produces no fiscal impact on the City's General Fund.
2. Preparing a ballot measure will entail publication and ballot consolidation costs through the San Bernardino County Registrar of Voters. General Fund costs assessed by the San Bernardino County Registrar of Voters are not expected to exceed \$25,000.
3. Approving Agreement No. 20-50 with Cerrell for community education and outreach services related to a ballot measure to establish District Tax No. 2 will have a General Fund cost not to exceed \$57,200.00, including a \$10,000 contingency.
4. Voter approval of proposed District Tax No. 2, a transactions and use tax to provide for quality of life issues, protect essential general government services by preserving Montclair's long-term financial stability, and the fund general needs of the community, would produce the following estimated annual revenue stream at the proposed tax rates:
  - One-half of one percent (0.50%) - \$4.6 million;
  - Three-quarters of one percent (0.75%) - \$6.9 million; or
  - One percent (1.00%) - \$9.2 million.

Funds generated by District Tax No. 2 would be deposited in the City's General Fund and used to support, maintain and improve general government services including, but not limited to the following:

- Maintain fire, police and 911 emergency response
- Repair streets and potholes
- Prevent property crimes; e.g., thefts and burglaries
- Keep public areas safe and clean
- *Improve* fire, police and 911 emergency response
- Recruit and retain well-trained public safety personnel
- Ensure young people have safe places to play
- Maintain gang prevention programs for at-risk youth
- Protect Montclair's long-term financial stability
- Address homelessness issues
- Maintain after school programs
- Improve and maintain the City's infrastructure, including streets and bridges
- Maintain senior discount programs for municipal services
- Provide for emergency funds to assist with public health, safety and welfare

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

1. Receive and file this agenda report regarding the City Manager's recommendation to prepare and submit to Montclair voters a ballot measure to establish District Tax No. 2 at a tax rate to be determined by the City Council and approved by Montclair voters at the November 3, 2020 Municipal Election.
2. Approve Agreement No. 20-50 with Cerrell for community education and outreach services related to a ballot measure to establish District Tax No. 2 at a tax rate to be determined by the City Council and approved by Montclair voters at the November 3, 2020 Municipal Election.
  - a. Authorize a \$57,200 allocation, including a \$10,000 contingency, from the General Fund Reserve Fund for community outreach services.  
Funds would be deposited in account 001-4101-52190-400.
3. Consider providing the City Manager with direction on a proposed District No. 2 tax rate at one of the following three proposed tax rates:
  - One-half of one percent (0.50%);
  - Three-quarters of one percent (0.75%); or
  - One percent (1.00%).

**District Taxes, Rates, and Effective Dates**

(City): Indicates district tax applies within the city limits and is in addition to other applicable state, local, and transit district taxes. Certain cities provide addresses located within a special taxing jurisdiction.

<b>Tax Area</b>	<b>District Name and Acronym</b>	<b>Rate</b>	<b>Effective Date</b>	<b>End Date</b>
<b>Alameda County</b>	Alameda County Essential Health Care Services Transactions and Use Tax (ACHC)	0.50%	07-01-2004	
	Alameda County Transportation Improvement Authority (ACTI)	0.50%	04-01-2002	
	Alameda County Transportation Commission Transactions and Use Tax (ACTC)	0.50%	04-01-2015	
	Bay Area Rapid Transit District (BART)	0.50%	04-01-1970	
Alameda (City)	City of Alameda Transactions and Use Tax (ALTG)	0.50%	04-01-2019	
Albany (City)	City of Albany Transactions and Use Tax (ALBG)	0.50%	04-01-2013	
Hayward (City)	City of Hayward Transactions and Use Tax (HWDG)	0.50%	10-01-2014	
Newark (City)	City of Newark Transactions and Use Tax (NEGT)	0.50%	04-01-2017	
San Leandro (City)	City of San Leandro 2015 Transactions and Use Tax (SLDG)	0.50%	04-01-2015	
Union City (City)	City of Union City Transactions and Use Tax (UCGF)	0.50%	04-01-2011	
<b>Amador County</b>	Amador County Fire Protection and Emergency Med. Services Transactions and Use Tax (AMCG)	0.50%	04-01-2009	
<b>Butte County</b>				
Oroville (City)	City of Oroville Transactions and Use Tax (OVTG)	1.00%	04-01-2019	
Paradise (Town)	Town of Paradise Temporary Transactions and Use Tax (PTTG)	0.50%	04-01-2015	
<b>Calaveras County</b>				
Angels Camp (City)	City of Angels Camp Transactions and Use Tax (ACGT)	0.50%	04-01-2019	
<b>Colusa County</b>				
Williams (City)	City of Williams Transactions and Use Tax (WLMS)	0.50%	04-01-2007	
<b>Contra Costa County</b>	Bay Area Rapid Transit District (BART)	0.50%	04-01-1970	
	Contra Costa Transportation Authority (CCTA)	0.50%	04-01-1989	
Antioch (City)	City of Antioch Increase Transactions and Use Tax (ANIT)	1.00%	04-01-2019	
Antioch (City)	City of Antioch Transactions and Use Tax (ANTG)	0.50%	04-01-2014	03-31-2019
Concord (City)	City of Concord Transactions and Use Tax (CNCD)	0.50%	04-01-2011	
El Cerrito (City)	City of El Cerrito 2015 Transactions and Use Tax (ELCG)	1.00%	04-01-2015	
El Cerrito (City)	City of El Cerrito Street Improvements Transactions and Use Tax (ECSI)	0.50%	07-01-2008	
Hercules (City)	City of Hercules Temporary Transactions and Use Tax (HTGT)	0.50%	10-01-2012	
Martinez (City)	City of Martinez Road Maintenance and Improvement Transactions and Use Tax (MRMS)	0.50%	04-01-2017	
Martinez (City)	City of Martinez Transactions and Use Tax (MZGT)	0.50%	04-01-2019	
Moraga (Town)	Town of Moraga Transactions and Use Tax (MGAG)	1.00%	04-01-2013	
Orinda (City)	City of Orinda Transactions and Use Tax (ORGT)	0.50%	04-01-2013	
Pinole (City)	City of Pinole 2015 Transactions and Use Tax (PNGT)	0.50%	04-01-2015	
Pinole (City)	City of Pinole Transactions and Use Tax (PNLE)	0.50%	04-01-2007	
Pittsburg (City)	City of Pittsburg Preservation of Citywide Service Temporary Transactions and Use Tax (PPTG)	0.50%	10-01-2012	
Pleasant Hill (City)	City of Pleasant Hill Transactions and Use Tax (PLGT)	0.50%	04-01-2017	



**District Taxes, Rates, and Effective Dates**

<b>Tax Area</b>	<b>District Name and Acronym</b>	<b>Rate</b>	<b>Effective Date</b>	<b>End Date</b>
Richmond (City)	City of Richmond 2014 Transactions and Use Tax (RHMG)	0.50%	04-01-2015	
Richmond (City)	City of Richmond Transactions and Use Tax (RMGT)	0.50%	04-01-2005	
San Pablo (City)	City of San Pablo (EMS) Transactions and Use Tax (SPES)	0.25%	10-01-2014	
San Pablo (City)	City of San Pablo Transactions and Use Tax (SPGT)	0.50%	10-01-2012	09-30-2017
San Pablo (City)	City of San Pablo Transactions and Use Tax (SPRS)	0.25%	10-01-2017	
<b>Del Norte County</b>	Del Norte County Fairgrounds Transactions and Use Tax (DNCF)	0.25%	04-01-2015	
<b>El Dorado County</b>				
Placerville (City)	City of Placerville Public Safety Transactions and Use Tax (PLPS)	0.25%	04-01-1999	
Placerville (City)	City of Placerville Special Transactions and Use Tax (PLST)	0.25%	04-01-2011	
Placerville (City)	City of Placerville Special Transactions and Use Tax for Water, Sewer, Drains, Street Facilities (PVWS)	0.50%	04-01-2017	
South Lake Tahoe (City)	City of South Lake Tahoe Transactions and Use Tax (SLTG)	0.50%	04-01-2005	
<b>Fresno County</b>	Fresno County Public Library Transactions and Use Tax (FCPL)	0.125%	04-01-1999	
	Fresno County Transportation Authority (FCTA)	0.50%	07-01-1987	
	Fresno County Zoo Authority (FCZA)	0.10%	04-01-2005	
Coalinga (City)	Coalinga General Transactions and Use Tax (COLG)	1.00%	04-01-2019	
Fowler (City)	City of Fowler Transactions and Use Tax (FWLG)	1.00%	04-01-2019	
Huron (City)	City of Huron Public Safety Special Transactions and Use Tax (HPST)	1.00%	04-01-2014	
Kerman (City)	City of Kerman Transactions and Use Tax (KERM)	1.00%	04-01-2019	
Kingsburg (City)	City of Kingsburg Transactions and Use Tax (KBTG)	1.00%	10-01-2018	
Reedley (City)	City of Reedley Public Safety Transactions and Use Tax (RDPS)	0.50%	07-01-2008	
Sanger (City)	City of Sanger Public Safety Transactions and Use Tax (SGPS)	0.75%	07-01-2008	
Selma (City)	City of Selma Public Safety Transactions and Use Tax (SLMA)	0.50%	04-01-2008	
<b>Glenn County</b>				
Orland (City)	City of Orland Transactions and Use Tax (ORDG)	0.50%	04-01-2017	
<b>Humboldt County</b>	Humboldt County Transactions and Use Tax (HBGT)	0.50%	04-01-2015	
Arcata (City)	City of Arcata Transactions and Use Tax (ARGF)	0.75%	04-01-2009	
Eureka (City)	City of Eureka Supplemental Transactions and Use Tax (ERST)	0.50%	04-01-2011	
Eureka (City)	City of Eureka Transactions and Use Tax (ERKA)	0.25%	04-01-2009	
Fortuna (City)	City of Fortuna Police and Essential Services Transactions and Use Tax (FOGT)	0.75%	04-01-2017	
Rio Dell (City)	City of Rio Dell Transactions and Use Tax (RDGT)	1.00%	04-01-2015	
Trinidad (City)	City of Trinidad Transactions and Use Tax (TRGF)	0.75%	04-01-2009	
<b>Imperial County</b>	Imperial County Local Transportation Authority (IMTA)	0.50%	04-01-1990	
Calexico (City)	Calexico General Fund Transactions and Use Tax (CXGF)	0.50%	10-01-2010	
El Centro (City)	City of El Centro Transactions and Use Tax (ECTG)	0.50%	04-01-2017	
<b>Inyo County</b>	Inyo County Rural Counties Transactions and Use Tax (INRC)	0.50%	10-01-1988	
<b>Kern County</b>				
Arvin (City)	City of Arvin Transactions and Use Tax (ARVN)	1.00%	04-01-2009	
Bakersfield (City)	City of Bakersfield Safety/Vital City Services and Use Tax (BSVG)	1.00%	04-01-2019	

**District Taxes, Rates, and Effective Dates**

<b>Tax Area</b>	<b>District Name and Acronym</b>	<b>Rate</b>	<b>Effective Date</b>	<b>End Date</b>
Delano (City)	City of Delano Transactions and Use Tax (DLNO)	1.00%	04-01-2008	
Ridgecrest (City)	City of Ridgecrest Public Safety and Essential City Services Transactions and Use Tax (RIDG)	1.00%	04-01-2017	
Ridgecrest (City)	City of Ridgecrest Temporary Transactions and Use Tax (RTGT)	0.75%	10-01-2012	03-31-2017
Wasco (City)	City of Wasco Transactions and Use Tax (WASG)	1.00%	04-01-2017	
<b>Kings County</b>				
Corcoran (City)	City of Corcoran Transaction and Use Tax (CRCG)	1.00%	10-01-2017	
<b>Lake County</b>				
Clearlake (City)	City of Clearlake Public Safety Transactions and Use Tax (CLPS)	0.50%	07-01-1995	
Clearlake (City)	City of Clearlake Road Maintenance and Improvement Transactions and Use Tax (CRMI)	1.00%	04-01-2017	
Lakeport (City)	City of Lakeport Public Safety and Essential City Services Transactions and Use Tax (LAGG)	1.00%	04-01-2017	
Lakeport (City)	City of Lakeport Transactions and Use Tax (LPGT)	0.50%	04-01-2005	
<b>Los Angeles County</b>				
	Los Angeles County Measure H Homeless (LACH)	0.25%	10-01-2017	
	Los Angeles County Metro Transportation Authority (LAMT)	0.50%	07-01-2009	
	Los Angeles County Traffic Improvement Plan (LAMA)	0.50%	07-01-2017	
	Los Angeles County Transportation Commission (LACT)	0.50%	07-01-1982	
	Los Angeles County Transportation Commission (LATC)	0.50%	04-01-1991	
Arcadia (City)	City of Arcadia Transactions and Use Tax (ACDA)	0.75%	01-01-2020	
Avalon (City)	City of Avalon Municipal Hospital and Clinic District (AMHC)	0.50%	10-01-2000	
Burbank (City)	City of Burbank Infrastructure/Comm Sers Transactions and Use Tax (BURB)	0.75%	04-01-2019	
Commerce (City)	City of Commerce Transactions and Use Tax (CMMG)	0.50%	04-01-2013	
Compton (City)	City of Compton Transactions and Use Tax (COMG) <sup>1</sup>	1.00%	10-01-2016	
Covina (City)	City of Covina 2018 Transactions and Use Tax (COGT)	0.75%	04-01-2019	
Cudahy (City)	City of Cudahy Temporary Transactions and Use Tax (CDHG)	0.75%	04-01-2019	
Culver City (City)	City of Culver City Essential City Services Transactions and Use Tax (CLEG)	0.50%	04-01-2013	
Culver City (City)	City of Culver City Safety and Protection Transactions and Use Tax (CULG)	0.25%	04-01-2019	
Downey (City)	City of Downey Transactions and Use Tax (DWYG)	0.50%	04-01-2017	
El Monte (City)	City of El Monte Transactions and Use Tax (EMGF)	0.50%	04-01-2009	
Glendale (City)	City of Glendale Essential City Services Transactions and Use Tax (GNDG)	0.75%	04-01-2019	
Glendora (City)	City of Glendora Transactions and Use Tax (GLDA)	0.75%	07-01-2019	
Hawthorne (City)	City of Hawthorne Transactions and Use Tax (HAWG)	0.75%	04-01-2018	
Huntington Park (City)	City of Huntington Park Transactions and Use Tax (HTPG)	0.75%	10-01-2018	
Inglewood (City)	City of Inglewood Vital City Services Transactions and Use Tax (IGWD)	0.50%	04-01-2007	
La Mirada (City)	City of La Mirada Transactions and Use Tax (LMGT) <sup>1</sup>	1.00%	04-01-2013	03-31-2018
La Puente (City)	City of La Puente Safety and Protection Transactions and Use Tax (LUPG)	0.50%	04-01-2019	
Lawndale (City)	City of Lawndale Vital City Services Transactions and Use Tax (LAWG)	0.75%	04-01-2019	
Long Beach (City)	City of Long Beach Transactions and Use Tax (LBTG) <sup>1</sup>	1.00%	01-01-2017	
Lynwood (City)	City of Lynwood Transactions and Use Tax (LWDG) <sup>1</sup>	1.00%	04-01-2017	

## District Taxes, Rates, and Effective Dates

Tax Area	District Name and Acronym	Rate	Effective Date	End Date
Pasadena (City)	City of Pasadena Transactions and Use Tax (PSGD)	0.75%	04-01-2019	
Pico Rivera (City)	City of Pico Rivera Transactions and Use Tax (PCRV) <sup>1</sup>	1.00%	04-01-2009	
Pomona (City)	City of Pomona Transactions and Use Tax (PMAG)	0.75%	04-01-2019	
San Fernando (City)	City of San Fernando Temporary Transactions and Use Tax (SNFE)	0.50%	10-01-2013	
Santa Fe Springs (City)	City of Santa Fe Springs 2018 Transactions and Use Tax (SFSG) <sup>2</sup>	1.00%	04-01-2019	
Santa Monica (City)	City of Santa Monica Transactions and Use Tax (SAMG)	1.00%	04-01-2017	
Santa Monica (City)	City of Santa Monica Transactions and Use Tax (STMA)	0.50%	04-01-2011	03-31-2017
South El Monte (City)	City of South El Monte Vital City Services Protection Transactions and Use Tax (SEMT)	0.50%	04-01-2011	
South Gate (City)	City of South Gate Transactions and Use Tax (SGTE) <sup>1</sup>	1.00%	10-01-2008	
<b>Madera County</b>	Madera County 2006 Transportation Authority (MCTC)	0.50%	04-01-2007	
Chowchilla (City)	City of Chowchilla Public Safety Transactions and Use Tax (CHCS)	1.00%	04-01-2019	
Madera (City)	City of Madera Transactions and Use Tax (MADG)	0.50%	04-01-2017	
<b>Marin County</b>	Marin Parks/Open Space/Farmland Preservation Transactions and Use Tax (MPSF)	0.25%	04-01-2013	
	Sonoma-Marín Area Rail Transportation Authority (SMRT)	0.25%	04-01-2009	
	Transportation Authority of Marin County Transactions and Use Tax (TAMC)	0.50%	04-01-2005	
Corte Madera (Town)	Town of Corte Madera 2018 Transactions and Use Tax (CTMG)	0.75%	10-01-2018	
Corte Madera (Town)	Town of Corte Madera Transactions and Use Tax (CMGT)	0.50%	04-01-2014	09-30-2018
Fairfax (Town)	Town of Fairfax Transactions and Use Tax (FAXG)	0.75%	04-01-2017	
Fairfax (Town)	Town of Fairfax Transactions and Use Tax (FFGT)	0.50%	04-01-2012	03-31-2017
Larkspur (City)	City of Larkspur Essential Transactions and Use Tax (LSGT)	0.75%	04-01-2018	
Larkspur (City)	City of Larkspur Transactions and Use Tax (LKSG)	0.50%	04-01-2014	03-31-2018
Novato (City)	City of Novato 2016 Transactions and Use Tax (NOTO)	0.25%	04-01-2016	
San Anselmo (Town)	Town of San Anselmo Transactions and Use Tax (SAGT)	0.50%	04-01-2014	
San Rafael (City)	City of San Rafael Transactions and Use Tax (SREF)	0.75%	04-01-2014	
Sausalito (City)	City of Sausalito 2014 Transactions and Use Tax (SAUG)	0.50%	04-01-2015	
<b>Mariposa County</b>	Mariposa County Healthcare Transactions and Use Tax (MCHC)	0.50%	04-01-2005	
<b>Mendocino County</b>	Mendocino County Mental Health Treatment Act Tax (MMHT)	0.50%	04-01-2018	
	Mendocino Library Special Transactions and Use Tax (MLST)	0.125%	04-01-2012	
Fort Bragg (City)	City of Fort Bragg CV Starr Center Special Transactions and Use Tax (FBSS)	0.50%	07-01-2012	
Fort Bragg (City)	City of Fort Bragg Maintain City Streets Transactions and Use Tax (FBCS)	0.50%	01-01-2005	
Point Arena (City)	City of Point Arena Transactions and Use Tax (PARS)	0.50%	04-01-2004	
Ukiah (City)	City of Ukiah Transactions and Use Tax (UKGT)	0.50%	10-01-2005	
Ukiah (City)	City of Ukiah Transactions and Use Tax (UKHG)	0.50%	04-01-2017	
Willits (City)	City of Willits Transactions and Use Tax (WCRS)	0.50%	10-01-2003	
<b>Merced County</b>	Merced County Transportation Authority (META)	0.50%	04-01-2017	
Atwater (City)	City of Atwater Public Safety Transactions and Use Tax (ATWS)	0.50%	07-01-2013	
Gustine (City)	City of Gustine Community Enhancement to Services Transactions and Use Tax (GSTG)	0.50%	04-01-2010	

## District Taxes, Rates, and Effective Dates

Tax Area	District Name and Acronym	Rate	Effective Date	End Date
Los Banos (City)	City of Los Banos Essential City Services Transactions and Use Tax (LSBS)	0.50%	04-01-2019	
Los Banos (City)	City of Los Banos Public Safety Transactions and Use Tax (LBPS)	0.50%	04-01-2005	
Merced (City)	City of Merced Transactions and Use Tax (MRCD)	0.50%	04-01-2006	
<b>Mono County</b>				
Mammoth Lakes (Town)	Town of Mammoth Lakes Parks, Recreation and Trails Transactions and Use Tax (MLPR)	0.50%	10-01-2008	
<b>Monterey County</b>	Monterey-Salinas MST Special Transit District (MSTD)	0.125%	04-01-2015	
	Monterey Transportation Safety Transactions and Use Tax (MTSF)	0.375%	04-01-2017	
Carmel-by-the-Sea (City)	City of Carmel-by-the-Sea Transactions and Use Tax (CBSG)	1.00%	04-01-2013	
Del Rey Oaks (City)	City of Del Rey Oaks General Transactions and Use Tax (DROG)	0.50%	04-01-2015	
Del Rey Oaks (City)	City of Del Rey Oaks Transactions and Use Tax (DLRY)	1.00%	04-01-2007	
Gonzales (City)	City of Gonzales Quality of Life Transactions and Use Tax (GZGT)	0.50%	04-01-2015	
Greenfield (City)	City of Greenfield 2015 City Services Transactions and Use Tax (GRFD)	0.75%	04-01-2016	
Greenfield (City)	City of Greenfield Transactions and Use Tax (GFGT)	1.00%	10-01-2012	
King City (City)	City of King City General Transactions and Use Tax (KNGG)	1.00%	04-01-2019	
King City (City)	City of King City Transactions and Use Tax (KING)	0.50%	04-01-2015	03-31-2019
Marina (City)	City of Marina New Transactions and Use Tax (MRGT)	1.50%	04-01-2019	
Marina (City)	City of Marina Transactions and Use Tax (MRNA)	1.00%	04-01-2011	03-31-2019
Monterey (City)	City of Monterey Special Transactions and Use Tax (MTRS)	1.00%	04-01-2015	
Pacific Grove (City)	City of Pacific Grove Transactions and Use Tax (PGRV)	1.00%	10-01-2008	
Salinas (City)	City of Salinas Measure G Transactions and Use Tax (SLGT)	1.00%	04-01-2015	
Salinas (City)	City of Salinas Temporary Transactions and Use Tax (SLNS)	0.50%	04-01-2006	
Sand City (City)	City of Sand City 2015 Spec Purpose Transactions and Use Tax (SANG)	1.00%	04-01-2015	
Seaside (City)	City of Seaside 2017 Transactions and Use Tax (SEDG)	0.50%	10-01-2017	
Seaside (City)	City of Seaside Transactions and Use Tax (SEAS)	1.00%	07-01-2008	
Soledad (City)	City of Soledad Temporary Emergency Transactions and Use Tax (STEG)	1.00%	10-01-2012	
<b>Napa County</b>	Napa County Flood Protection Authority Tax (NCFP)	0.50%	07-01-1998	06-30-2018
	Napa Valley Transportation Authority (NVTA)	0.50%	07-01-2018	
St. Helena (City)	City of St. Helena Transactions and Use Tax (SHGT)	0.50%	04-01-2017	
<b>Nevada County</b>	Nevada County Public Library Transactions and Use Tax (NEVL)	0.25%	04-01-2017	
	Nevada County Public Library Transactions and Use Tax (NVPL)	0.125%	10-01-1998	03-31-2017
Grass Valley (City)	City of Grass Valley 2018 Transactions and Use Tax (GRVG)	1.00%	10-01-2018	
Grass Valley (City)	City of Grass Valley Transactions and Use Tax (GVGT)	0.50%	04-01-2013	09-30-2018
Nevada City (City)	City of Nevada City Fire and Police Transactions and Use Tax (NVSP)	0.375%	04-01-2017	
Nevada City (City)	City of Nevada City Street Improvements Transactions and Use Tax (NVSJ)	0.50%	04-01-2007	
Nevada City (City)	City of Nevada City Transactions and Use Tax (NVGT)	0.375%	04-01-2013	03-31-2018
Truckee (Town)	Town of Truckee Trails Transactions and Use Tax (TTRS)	0.25%	10-01-2014	
Truckee (Town)	Town of Truckee Transactions and Use Tax (TRSR)	0.50%	10-01-1998	

### District Taxes, Rates, and Effective Dates

Tax Area	District Name and Acronym	Rate	Effective Date	End Date
<b>Orange County</b>	Orange County Local Transportation Authority (OCTA)	0.50%	04-01-1991	
Fountain Valley (City)	City of Fountain Valley Transactions and Use Tax (FVGT)	1.00%	04-01-2017	
Garden Grove (City)	City of Garden Grove 2018 Transactions and Use Tax (GGGT)	1.00%	04-01-2019	
La Habra (City)	City of La Habra Transactions and Use Tax (LHBR)	0.50%	04-01-2009	
La Palma (City)	City of La Palma Transactions and Use Tax (LAPG)	1.00%	04-01-2017	
Placentia (City)	City of Placentia Transactions and Use Tax (PLCT)	1.00%	04-01-2019	
Santa Ana (City)	City of Santa Ana Transactions and Use Tax (SATA)	1.50%	04-01-2019	
Seal Beach (City)	City of Seal Beach Transactions and Use Tax (SEAL)	1.00%	04-01-2019	
Stanton (City)	City of Stanton Transactions and Use Tax (STGT)	1.00%	04-01-2015	
Westminster (City)	City of Westminster Transactions and Use Tax (WESG)	1.00%	04-01-2017	
<b>Placer County</b>				
Loomis (Town)	Town of Loomis Transactions and Use Tax (LOOG)	0.25%	04-01-2017	
Roseville (City)	City of Roseville Transactions and Use Tax (ROSG)	0.50%	04-01-2019	
<b>Riverside County</b>	Riverside County Transportation Commission (RCTC)	0.50%	07-01-1989	
Cathedral City (City)	City of Cathedral City Transactions and Use Tax (CCGT)	1.00%	10-01-2010	
Coachella (City)	City of Coachella Transactions and Use Tax (COAC)	1.00%	04-01-2015	
Hemet (City)	City of Hemet Transactions and Use Tax (HMG)	1.00%	04-01-2017	
Indio (City)	City of Indio Transactions and Use Tax (INGT)	1.00%	04-01-2017	
La Quinta (City)	City of La Quinta Transactions and Use Tax (LQUG)	1.00%	04-01-2017	
Menifee (City)	City of Menifee Transactions and Use Tax (MENG)	1.00%	04-01-2017	
Murrieta (City)	City of Murrieta Transactions and Use Tax (MURG)	1.00%	04-01-2019	
Norco (City)	City of Norco Transactions and Use Tax (NOGT)	1.00%	04-01-2019	
Palm Springs (City)	City of Palm Springs 2018 Transactions and Use Tax (PLSS)	0.50%	04-01-2018	
Palm Springs (City)	City of Palm Springs Transactions and Use Tax (PSGT)	1.00%	04-01-2012	
Riverside (City)	City of Riverside Transactions and Use Tax (RIVG)	1.00%	04-01-2017	
Temecula (City)	City of Temecula Transactions and Use Tax (TEMG)	1.00%	04-01-2017	
Wildomar (City)	City of Wildomar Transactions and Use Tax (WILG)	1.00%	04-01-2019	
<b>Sacramento County</b>	Sacramento Transportation Authority (STAT)	0.50%	04-01-1989	
Galt (City)	City of Galt Public Safety Transactions and Use Tax (GLTS)	0.50%	04-01-2009	
Isleton (City)	City of Isleton General Transactions and Use Tax (ISGT)	0.50%	04-01-2017	
Isleton (City)	City of Isleton Special Transactions and Use Tax (ISLS)	0.50%	10-01-2016	
Ranch Cordova (City)	City of Rancho Cordova Transactions and Use Tax (RHCG)	0.50%	04-01-2015	
Sacramento (City)	City of Sacramento 2018 Transactions and Use Tax (SARG)	1.00%	04-01-2019	
Sacramento (City)	City of Sacramento Transactions and Use Tax (SACG)	0.50%	04-01-2013	03-31-2019
<b>San Benito County</b>	San Benito County Safety Transactions and Use Tax (SBRT)	1.00%	04-01-2019	
Hollister (City)	City of Hollister Transactions and Use Tax (HLST)	1.00%	04-01-2008	
San Juan Bautista (City)	City of San Juan Bautista Transactions and Use Tax (SJBG)	0.75%	04-01-2005	
<b>San Bernardino County</b>	San Bernardino County Transportation Authority (SBER)	0.50%	04-01-1990	

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Tax Area	District Name and Acronym	Rate	Effective Date	End Date
Barstow (City)	City of Barstow Transactions and Use Tax (BARS)	1.00%	04-01-2019	
Montclair (City)	City of Montclair Transactions and Use Tax (MTGR)	0.25%	04-01-2005	
San Bernardino (City)	City of San Bernardino Transactions and Use Tax (SBRN)	0.25%	04-01-2007	
Yucca Valley (Town)	Town of Yucca Valley Essential Services Transactions and Use Tax (YUCG)	0.50%	04-01-2017	
Yucca Valley (Town)	Town of Yucca Valley Sewer Improvement & Assessment Transactions and Use Tax (YCST)	0.50%	04-01-2017	
<b>San Diego County</b>	San Diego County Regional Transportation Commission (SDTC)	0.50%	04-01-1988	
Chula Vista (City)	City of Chula Vista 2018 Transactions and Use Tax (CLVT)	0.50%	10-01-2018	
Chula Vista (City)	City of Chula Vista Temporary Transactions and Use Tax (CVGT)	0.50%	04-01-2017	
Del Mar (City)	City of Del Mar Transactions and Use Tax (DELG)	1.00%	04-01-2017	
El Cajon (City)	City of El Cajon Service Preservation Transactions and Use Tax (ECGF)	0.50%	04-01-2009	
La Mesa (City)	City of La Mesa Transactions and Use Tax (LMSA)	0.75%	04-01-2009	
National City (City)	City of National City Transactions and Use Tax (NCGT)	1.00%	10-01-2006	
Oceanside (City)	City of Oceanside Temporary Transactions and Use Tax (OTGT)	0.50%	04-01-2019	
Vista (City)	City of Vista Transactions and Use Tax (VSTA)	0.50%	04-01-2007	
<b>San Francisco City and County</b>	Bay Area Rapid Transit District (BART)	0.50%	04-01-1970	
	San Francisco County Public Finance Authority (SFPF)	0.25%	10-01-1993	
	San Francisco County Transportation Authority (SFTA)	0.50%	04-01-1990	
<b>San Joaquin County</b>	San Joaquin Transportation Authority (SJTA)	0.50%	04-01-1991	
Lathrop (City)	City of Lathrop Public Safety/Essentials Services Transactions and Use Tax (LTHG)	1.00%	04-01-2013	
Lodi (City)	City of Lodi 2018 General Transactions and Use Tax (LOGT)	0.50%	04-01-2019	
Manteca (City)	City of Manteca Public Safety Transactions and Use Tax (MTPS)	0.50%	04-01-2007	
Stockton (City)	City of Stockton Public Safety Transactions and Use Tax (SPFG)	0.25%	04-01-2005	
Stockton (City)	City of Stockton Special Library and Recreation Transactions and Use Tax (SSLR)	0.25%	04-01-2017	
Stockton (City)	City of Stockton Transactions and Use Tax (STKN)	0.75%	04-01-2014	
Tracy (City)	City of Tracy Transactions and Use Tax (TRCG)	0.50%	04-01-2017	
<b>San Luis Obispo County</b>				
Arroyo Grande (City)	City of Arroyo Grande Transactions and Use Tax (ARGD)	0.50%	04-01-2007	
Atascadero (City)	City of Atascadero Transactions and Use Tax (ATAC)	0.50%	04-01-2015	
Grover Beach (City)	City of Grover Beach Transactions and Use Tax (GRBH)	0.50%	04-01-2007	
Morro Bay (City)	City of Morro Bay Transactions and Use Tax (MRBY)	0.50%	04-01-2007	
Paso Robles (City)	City of Paso Robles Transactions and Use Tax (PRBG)	0.50%	04-01-2013	
Pismo Beach (City)	City of Pismo Beach Transactions and Use Tax (PSMO)	0.50%	10-01-2008	
San Luis Obispo (City)	City of San Luis Obispo Essential Services Transactions and Use Tax (SLOG)	0.50%	04-01-2007	
<b>San Mateo County</b>	San Mateo County Retail Transactions and Use Tax (SMGT)	0.50%	04-01-2013	
	San Mateo County Transit District (SMCT)	0.50%	07-01-1982	
	San Mateo County 2018 Transit District (SMTD)	0.50%	07-01-2019	
	San Mateo County Transportation Authority (SMTA)	0.50%	01-01-1989	
Belmont (City)	City of Belmont Transactions and Use Tax (BMTG)	0.50%	04-01-2017	

**District Taxes, Rates, and Effective Dates**

<b>Tax Area</b>	<b>District Name and Acronym</b>	<b>Rate</b>	<b>Effective Date</b>	<b>End Date</b>
Burlingame (City)	City of Burlingame Essential Services Transactions and Use Tax (BUEG)	0.25%	04-01-2018	
East Palo Alto (City)	City of East Palo Alto Transactions and Use Tax (EPAG)	0.50%	04-01-2017	
Redwood (City)	City of Redwood City Transactions and Use Tax (REDG)	0.50%	04-01-2019	
So. San Francisco (City)	So. San Francisco Fiscal Stability and Essential Services Transactions and Use Tax (SSFR)	0.50%	04-01-2016	
San Mateo (City)	City of San Mateo Transactions and Use Tax (SMTG)	0.25%	04-01-2010	
<b>Santa Barbara County</b>	Santa Barbara County Local Transportation Authority (SBAB)	0.50%	04-01-1990	
Carpinteria (City)	City of Carpinteria Local Transactions and Use Tax (CARG)	1.25%	04-01-2019	
Guadalupe (City)	City of Guadalupe Transactions and Use Tax (GUAD)	0.25%	04-01-2015	
Santa Barbara (City)	City of Santa Barbara Infrastructure and Services Transactions and Use Tax (SBIG)	1.00%	04-01-2018	
Santa Maria (City)	City of Santa Maria Public Safety Transactions and Use Tax (SMPG)	1.00%	04-01-2019	
Santa Maria (City)	City of Santa Maria Transactions and Use Tax (SMAG)	0.25%	10-01-2012	03-31-2019
<b>Santa Clara County</b>	Santa Clara County Retail Transactions and Use Tax (SCCR)	0.125%	04-01-2013	
	Santa Clara County Transit District (SCCT)	0.50%	10-01-1976	
	Santa Clara County Valley Transportation Authority (SCVT)	0.50%	04-01-2006	
	Santa Clara VTA BART Operating and Maintenance Transactions and Use Tax (SVTB)	0.125%	07-01-2012	
	Silicon Valley Transportation Solutions Tax (Santa Clara TA) (SVTS)	0.50%	04-01-2017	
Campbell (City)	City of Campbell Vital City Services, Maintenance and Protection Transactions and Use Tax (CMPL)	0.25%	04-01-2009	
Los Gatos (City)	City of Los Gatos Transactions and Use Tax (LGTG)	0.125%	04-01-2019	
San Jose (City)	City of San Jose Transactions and Use Tax (SJGT)	0.25%	10-01-2016	
<b>Santa Cruz County</b>	Santa Cruz County Public Library Transactions and Use Tax (SZPL)	0.25%	04-01-1997	
	Santa Cruz County Transportation Transactions and Use Tax (SCZT)	0.50%	04-01-2017	
	Santa Cruz County Unincorporated Area Transactions and Use Tax (SCUG)	0.50%	04-01-2019	
	Santa Cruz Metropolitan Transit District (SCMT)	0.50%	01-01-1979	
Capitola (City)	City of Capitola Permanent Retail Transactions and Use Tax (CPRG)	0.25%	04-01-2013	
Capitola (City)	City of Capitola Transactions and Use Tax (CPGT)	0.25%	04-01-2005	
Santa Cruz (City)	City of Santa Cruz 2018 Transactions and Use Tax (SCGT)	0.25%	10-01-2018	
Santa Cruz (City)	City of Santa Cruz Replacement Transactions and Use Tax (STCZ)	0.50%	04-01-2007	
Scotts Valley (City)	City of Scotts Valley Temporary Transactions and Use Tax (SVLY)	0.50%	04-01-2014	
Watsonville (City)	City of Watsonville Public Safety Transactions and Use Tax (WTPS)	0.50%	10-01-2014	
Watsonville (City)	City of Watsonville Transactions and Use Tax (WTVL)	0.25%	04-01-2007	
<b>Shasta County</b>				
Anderson (City)	City of Anderson Transactions and Use Tax (ANDG)	0.50%	10-01-2014	
<b>Siskiyou County</b>				
Dunsmuir (City)	City of Dunsmuir Transactions and Use Tax (DUNS)	0.50%	04-01-2016	
Mount Shasta (City)	City of Mt. Shasta Libraries Transactions and Use Tax (MTSH)	0.25%	10-01-2011	
Yreka (City)	City of Yreka Transactions and Use Tax (YRKG)	0.50%	04-01-2017	

## District Taxes, Rates, and Effective Dates

Tax Area	District Name and Acronym	Rate	Effective Date	End Date
Weed (City)	City of Weed Transactions and Use Tax (WEED)	0.25%	07-01-2015	
<b>Solano County</b>	Solano County Public Library Transactions and Use Tax (SLPL)	0.125%	10-01-1998	
Benicia (City)	City of Benicia Transactions and Use Tax (BNCG)	1.00%	04-01-2015	
Fairfield (City)	City of Fairfield Transactions and Use Tax (FLDG)	1.00%	04-01-2013	
Rio Vista (City)	City of Rio Vista General Transactions and Use Tax (RVGG)	0.75%	04-01-2013	
Suisun (City)	City of Suisun Transactions and Use Tax (SUGT)	1.00%	04-01-2017	
Vacaville (City)	City of Vacaville 2017 Transactions and Use Tax (VCGT)	0.75%	04-01-2018	
Vacaville (City)	City of Vacaville Transactions and Use Tax (VACG)	0.25%	04-01-2013	03-31-2018
Vallejo (City)	City of Vallejo Transactions and Use Tax (VJGT)	1.00%	04-01-2012	
<b>Sonoma County</b>	County of Sonoma Measure F (SAPD)	0.25%	04-01-2011	
	Sonoma County Library Maintenance, Restoration, Enhancement Act (SCLM)	0.125%	04-01-2017	
	Sonoma County Parks and Safety Transactions and Use Tax (SCPS)	0.125%	04-01-2019	
	Sonoma County Transportation Authority (SNTA)	0.25%	04-01-2005	
	Sonoma-Marin Area Rail Transportation Authority (SMRT)	0.25%	04-01-2009	
Cotati (City)	City of Cotati 2014 Transactions and Use Tax (COTI)	1.00%	10-01-2014	
Healdsburg (City)	City of Healdsburg Transactions and Use Tax (HDBG)	0.50%	04-01-2013	
Rohnert Park (City)	City of Rohnert Park Transactions and Use Tax (RPGF)	0.50%	10-01-2010	
Santa Rosa (City)	City of Santa Rosa 2010 Transactions and Use Tax (SRGF)	0.25%	04-01-2011	
Santa Rosa (City)	City of Santa Rosa 2018 Transactions and Use Tax (SATG)	0.25%	04-01-2019	
Santa Rosa (City)	City of Santa Rosa Public Safety Transactions and Use Tax (SRPS)	0.25%	04-01-2005	
Sebastopol (City)	City of Sebastopol Community Transactions and Use Tax (SEBG)	0.25%	04-01-2005	
Sebastopol (City)	City of Sebastopol Increase in the Community Transactions and Use Tax (SBCGS)	0.50%	04-01-2013	
Sonoma (City)	City of Sonoma Transactions and Use Tax (SOGT)	0.50%	10-01-2012	
<b>Stanislaus County</b>	Stanislaus County Library Transactions and Use Tax (STCL)	0.125%	07-01-1995	
	Stanislaus Measure L Local Roads First Transportation (SLFR)	0.50%	04-01-2017	
Ceres (City)	City of Ceres Public Safety Transactions and Use Tax (CRPS)	0.50%	04-01-2008	
Oakdale (City)	City of Oakdale Transactions and Use Tax (ODGT)	0.50%	04-01-2012	
<b>Tehama County</b>				
Corning (City)	City of Corning Transactions and Use Tax (CORG)	0.50%	10-01-2016	
Red Bluff (City)	City of Red Bluff 2014 Transactions and Use Tax (RDBF)	0.25%	04-01-2015	
<b>Tulare County</b>	Tulare County Transportation Authority (TCTA)	0.50%	04-01-2007	
Dinuba (City)	City of Dinuba Police and Fire Protection Transactions and Use Tax (DNBA)	0.75%	04-01-2006	
Farmersville (City)	City of Farmersville 2018 Transactions and Use Tax (FAMG)	0.50%	04-01-2018	
Farmersville (City)	City of Farmersville Transactions and Use Tax (FMGT)	0.50%	04-01-2005	
Lindsay (City)	City of Lindsay Transaction and Use Tax (LDSG)	1.00%	10-01-2017	
Porterville (City)	City of Porterville 2018 Transactions and Use Tax (PVGT)	1.00%	04-01-2019	
Porterville (City)	City of Porterville Public Safety, Police and Fire Protection Transactions and Use Tax (PTVL)	0.50%	04-01-2006	



### District Taxes, Rates, and Effective Dates

Tax Area	District Name and Acronym	Rate	Effective Date	End Date
Tulare (City)	City of Tulare Transactions and Use Tax (TLRE)	0.50%	04-01-2006	
Visalia (City)	City of Visalia Public Safety Transactions and Use Tax (VPST)	0.25%	07-01-2004	
Visalia (City)	City of Visalia Transactions and Use Tax (VISG)	0.50%	04-01-2017	
Woodlake (City)	City of Woodlake Transactions and Use Tax (WLKG)	1.00%	04-01-2018	
<b>Tuolumne County</b>				
Sonora (City)	City of Sonora Transactions and Use Tax (SPFW)	0.50%	01-01-2005	
<b>Ventura County</b>				
Oxnard (City)	City of Oxnard Vital Services Transactions and Use Tax (OXND)	0.50%	04-01-2009	
Port Hueneme (City)	City of Port Hueneme Essential Services Transactions and Use Tax (PHEG)	1.00%	04-01-2019	
Port Hueneme (City)	City of Port Hueneme Transactions and Use Tax (PTHN)	0.50%	04-01-2009	
Santa Paula (City)	City of Santa Paula Transactions and Use Tax (SPLT)	1.00%	04-01-2017	
Ventura (City)	City of Ventura Transactions and Use Tax (SBVT)	0.50%	04-01-2017	
<b>Yolo County</b>				
Davis (City)	City of Davis Transactions and Use Tax (DVSG)	1.00%	10-01-2014	
West Sacramento (City)	City of West Sacramento 2018 Transactions and Use Tax (WSGT)	0.25%	04-01-2019	
West Sacramento (City)	City of West Sacramento Transactions and Use Tax (WSCG)	0.25%	04-01-2017	
West Sacramento (City)	City of West Sacramento Transactions and Use Tax (WSTU)	0.50%	04-01-2003	
Woodland (City)	City of Woodland Supplemental Transactions and Use Tax (WOSF)	0.25%	10-01-2010	
Woodland (City)	City of Woodland Transactions and Use Tax (WDLD)	0.50%	10-01-2006	
<b>Yuba County</b>				
	Yuba County Unincorporated Area Transactions and Use Tax (YBUA)	1.00%	04-01-2019	
Marysville (City)	City of Marysville Transactions and Use Tax (MARG)	1.00%	10-01-2016	
Wheatland (City)	City of Wheatland Transactions and Use Tax (WTLD)	0.50%	04-01-2011	

<sup>1</sup> The 0.25 percent tax **will not** be imposed in the cities of Compton, Long Beach, Lynwood, Pico Rivera, Santa Monica, and South Gate because doing so would cause the rate in those cities to exceed the 10.25 percent maximum tax rate allowed under the law in Los Angeles County. If and when an existing tax in one of these cities expires, the Measure H tax will be imposed in that city immediately.

<sup>2</sup> Santa Fe Springs may exceed the maximum rate of 10.25 percent in Los Angeles County by 0.50 percent per Revenue and Taxation Code section 7286.27.



Exhibit 2

2020 Local Elections  
Updated: March 4, 2020

Election Date	Type of Measure	County	Jurisdiction	Ballot Designation	Description	Placed on Ballot	Proposed Annual Tax / Bond Total	Result	Percent In Support	Vote Threshold	Comments
March 3	Sales Tax	Alameda	County of Alameda	Measure C	Imposes a half-percent sales tax increase for 20 years to maintain, upgrade and expand a Level 1 pediatric trauma center in Alameda County and provide expanded preschool and early education access to low- and middle-income children from birth to age 12.	Citizen's Initiative	\$150,000,000	Pass	61.15%	Two-Thirds	The ballot pamphlet says that this measure requires only a majority vote to approve the tax. Under California law, a two-thirds vote is required to approve a special tax.
March 3	Sales Tax	Alameda	City of Emeryville	Measure F	Imposes a quarter-percent sales tax increase indefinitely to finance public safety and fire protection services.	City Council	\$2,000,000	Pass	70.80%	Two-Thirds	
March 3	Sales Tax	Contra Costa	Contra Costa Transportation Authority	Measure J	Imposes a half-cent sales tax increase for 35 years to reduce traffic congestion, improve public transportation and air quality, and repave roads.	Board of Supervisors	\$103,000,000	Fail	48.94%	Two-Thirds	
March 3	Sales Tax	Fresno	City of Reedley	Measure B	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$1,500,000	Pass	63.04%	Majority	
March 3	Sales Tax	Los Angeles	City of Long Beach	Measure A	Indefinitely extends a one percent sales tax increase set to expire in 2027 to fund the city's general fund.	City Council	\$60,000,000	Pass	57.64%	Majority	
March 3	Sales Tax	Los Angeles	City of Cerritos	Measure C	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$11,400,000	Fail	33.40%	Majority	
March 3	Sales Tax	Los Angeles	City of Duarte	Measure D	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$2,600,000	Pass	55.79%	Majority	
March 3	Sales Tax	Los Angeles	City of Gardena	Measure G	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$7,400,000	Pass	64.08%	Majority	
March 3	Sales Tax	Los Angeles	City of Montebello	Measure H	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$6,000,000	Pass	60.87%	Majority	
March 3	Sales Tax	Los Angeles	City of Lakewood	Measure L	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$10,000,000	Pass	63.38%	Majority	
March 3	Sales Tax	Los Angeles	City of Norwalk	Measure P	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$7,000,000	Pass	58.26%	Majority	
March 3	Sales Tax	Los Angeles	City of Whittier	Measure W	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$6,375,000	Pass	57.73%	Majority	
March 3	Sales Tax	Los Angeles	City of Torrance	Measure X	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$30,000,000	Fail	40.47%	Majority	

Election Date	Type of Measure	County	Jurisdiction	Ballot Designation	Description	Placed on Ballot	Proposed Annual Tax / Bond Total	Result	Percent In Support	Vote Threshold	Comments
March 3	Sales Tax	Los Angeles	City of Paramount	Measure Y	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$4,500,000	Pass	71.88%	Majority	
March 3	Sales Tax	Los Angeles	City of Azusa	Measure Z	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$4,500,000	Pass	62.66%	Majority	
March 3	Sales Tax	Los Angeles	City of Artesia	Measure AA	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$2,200,000	Too Close to Call	48.17%	Majority	
March 3	Sales Tax	Los Angeles	City of Alhambra	Measure AL	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$8,100,000	Pass	63.50%	Majority	
March 3	Sales Tax	Los Angeles	City of Culver	Measure CC	Extends a half-percent sales tax increase until March 31, 2033 to support the city's general fund.	City Council	\$9,800,000	Pass	75.03%	Majority	
March 3	Sales Tax	Los Angeles	City of Monterey Park	Measure GG	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$4,000,000	Fail	30.71%	Majority	
March 3	Sales Tax	Los Angeles	City of Hawaiian Gardens	Measure HG	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$550,000	Pass	60.90%	Majority	
March 3	Sales Tax	Los Angeles	City of La Verne	Measure LV	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$3,100,000	Pass	54.22%	Majority	
March 3	Sales Tax	Los Angeles	City of San Dimas	Measure SD	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$4,700,000	Fail	39.13%	Majority	
March 3	Sales Tax	Los Angeles	City of San Gabriel	Measure SG	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$3,000,000	Pass	65.25%	Majority	
March 3	Sales Tax	Los Angeles	City of Avalon	Measure SS	Imposes a quarter percent sales tax increase indefinitely to support the city's general fund.	City Council	\$240,000	Fail	37.16%	Majority	
March 3	Sales Tax	Los Angeles	City of Bell	Measure TT	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$1,400,000	Fail	39.29%	Majority	
March 3	Sales Tax	Los Angeles	City of West Covina	Measure WC	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	City Council	\$9,700,000	Fail	21.09%	Majority	
March 3	Sales Tax	Marin Sonoma	Sonoma-Marín Area Rail Transit	Measure I	Extends an existing quarter-percent sales tax set to expire in 2029 for 30 years to fund the district.	Board of Directors	\$40,000,000	Fail	51.22%	Two-Thirds	
March 3	Sales Tax	Merced	City of Atwater	Measure O	Extends an existing one-percent sales tax increase indefinitely to fund public safety operations.	City Council	\$4,000,000	Fail	59.88%	Two-Thirds	
March 3	Sales Tax	Monterey	City of Carmel-by-the-Sea	Measure C	Increases the city's sales tax by one-half percent for 20 years to enhance the city's green infrastructure of parks and other city services.	City Council	\$4,500,000	Pass	60.81%	Majority	
March 3	Sales Tax	Monterey	City of Del Rey Oaks	Measure E	Indefinitely extends the city's one-percent sales tax increase to support the city's general fund.	City Council	\$600,000	Pass	71.08%	Majority	



Election Date	Type of Measure	County	Jurisdiction	Ballot Designation	Description	Placed on Ballot	Proposed Annual Tax / Bond Total	Result	Percent In Support	Vote Threshold	Comments
March 3	Sales Tax	Monterey	City of Monterey	<a href="#">Measure G</a>	Imposes a half-percent sales tax increase for nine years to support the city's general fund.	City Council		Pass	62.51%	Majority	
March 3	Sales Tax	Napa	County of Napa	<a href="#">Measure K</a>	Imposes a quarter-percent sales tax increase beginning July 1, 2020 for 15 years to be passed through the Napa County Regional Park and Open Space District to preserve watersheds, open space parks and local parks and trails.	Board of Supervisors		Fail	59.13%	Two-Thirds	
March 3	Sales Tax	Sacramento	City of Isleton	Measure D	Imposes a three-quarter percent sales tax increase to fund fire protection needs.	City Council		Fail	61.00%	Two-Thirds	
March 3	Sales Tax	San Bernardino	City of Yucaipa	<a href="#">Measure E</a>	Imposes a half-percent sales tax increase indefinitely to support the city's general fund.	City Council	\$2,000,000	Fail	36.54%	Majority	
March 3	Sales Tax	San Diego	City of Lemon Grove	Measure S	Imposes a three-quarter percent sales tax increase indefinitely to fund the city's general fund.	Citizen's Initiative	\$3,000,000	Fail	46.81%	Majority	
March 3	Sales Tax	San Joaquin	City of Escalon	Measure S	Imposes a half-percent sales tax increase for 10 years to maintain and hire staff at the Escalon Police Department.	City Council	\$280,000	Fail	55.11%	Two-Thirds	
March 3	Sales Tax	Santa Barbara	City of Lompoc	Measure I2020	Imposes a one-percent sales tax increase for 15 years to support the city's general fund.	City Council	\$4,800,000	Pass	68.13%	Majority	
March 3	Sales Tax	Santa Cruz	City of Watsonville	<a href="#">Measure Y</a>	Indefinitely extends an existing half-percent sales tax increase to fund public safety programs.	City Council	\$4,000,000	Pass	76.22%	Two-Thirds	
March 3	Sales Tax	Santa Cruz	City of Scotts Valley	<a href="#">Measure Z</a>	Imposes a three-quarter percent sales tax increase for 12 years to fund the city's general fund.	City Council	\$3,300,000	Pass	62.17%	Majority	
March 3	Sales Tax	Shasta	County of Shasta	<a href="#">Measure A</a>	Imposes a one-percent sales tax increase to fund an increase in jail space of up to 500 additional beds and provide mental health services for inmates and address homelessness challenges facing the county.	Board of Supervisors		Fail	47.11%	Two-Thirds	
March 3	Sales Tax	Sonoma	County of Sonoma	Measure G	Imposes a half-percent sales tax increase indefinitely to improve local fire protection by installing emergency warning sirens and alert systems, improve vegetation management and attracting wildfire personnel.	Board of Supervisors	\$51,000,000	Fail	61.77%	Two-Thirds	
March 3	Sales Tax	Tehama	County of Tehama	<a href="#">Measure G</a>	Imposes a one-percent sales tax increase for 10 years to support the county's general fund.	Board of Supervisors	\$7,900,000	Fail	15.60%	Majority	
March 3	Sales Tax	Tuolumne	County of Tuolumne	Measure P	Imposes a one percent sales tax increase indefinitely in the unincorporated areas to support the county's general fund.	Board of Supervisors	\$4,500,000	Fail	29.34%	Majority	
March 3	Sales Tax	Yolo	City of Davis	<a href="#">Measure Q</a>	Indefinitely extends a one percent sales tax increase to support the city's general fund.	City Council	\$8,600,000	Pass	80.27%	Majority	



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August 24, 2016

Mr. Chet Simmons, Assistant City Manager  
City of Westminster  
8200 Westminster Blvd.  
Westminster, CA 92683

**RECEIVED**  
**AUG 29 2016**  
**CITY MANAGER**

Re: Analysis of transactions and use taxes

Dear Mr. Simmons,

The City of Westminster requested an analysis of the historical impact of voter-approved add-on sales taxes on sales activity in other jurisdictions. We have prepared the following report that provides this analysis, preceded by background information about our company and the mechanics of Transactions and Use Taxes (TUT).

#### **Company Background**

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing a variety of audits, analytical services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, documentary transfer fees and marijuana regulation and taxation. The firm also provides enterprise software tools for business licensing, code enforcement, animal control, building permits and false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is utilized by over 400 agencies in six states.

HdL has developed special programs to support the sales, use and transactions tax needs of city and county governments. The firm serves 44 counties, 343 cities and 79 transactions tax districts in California. HdL pioneered the technology used in sales, use and transactions tax audits, recovery and reporting. It developed California's first computerized sales tax management program and was responsible for securing the legislation (AB 1161) that allows independent verification of state allocations. The company was also first in the state to utilize the data for economic planning and monitoring.

Many of HdL's staff have extensive local government experience after previously holding positions in municipal management, finance, planning, economic development or revenue collection. Their understanding of local government needs coupled with HdL's extensive databases and advance methodology provides for the most relevant, productive and responsive revenue recovery, forecasting and economic services available.

#### **Transactions and Use Taxes**

As of the June 7, 2016 election, there are 210 active transactions and use tax districts of which 46 are countywide and 164 are in cities. The taxes are used to finance a variety of needs including public safety

services, local hospitals, road repairs and capital projects. Approximately 90% of the state's population resides in one or more transactions and use tax district.

As with other California taxes, a transactions and use tax district must obtain a majority vote if for general purposes and two-thirds vote if for specific purposes. However, a 1988 court decision found a Santa Clara County District tax that specified that the revenues could be spent for general county purposes required only a majority vote, despite the passage of a related advisory measure stating the voters' intent that the revenues be spent on specific projects (Coleman vs. County of Santa Clara (64 Cal. App 4th 662)).

The combined district transactions tax rate cannot exceed 2.0%. This limits the total sales, transactions and use tax rate to 9.50%, except in Alameda, Contra Costa and Los Angeles Counties and the cities of El Cerrito, La Mirada, Pico Rivera and South Gate. In these jurisdictions the maximum rate is 10.00% by state law. A local agency may form more than one district but the total tax levy, including the rate of any countywide districts, must not exceed the 2.0% limit. The pertinent provisions of the California Revenue and Taxation Code are: Sections 7251.1, 7285.9 – 7285.92, 7285 – 7285.5.

#### **How The Tax Is Distributed**

With the exception of specified items sold to operators of common carrier aircraft, the transactions and use tax is imposed on the same goods and merchandise as the local sales and use tax. However, where the Bradley-Burns Sales and Use Tax is generally allocated to the jurisdiction where the sale is negotiated or the order is taken, **the transactions and use tax is allocated to the district where the goods are delivered or placed into use.**

- For “walk-in” retail stores, the Board of Equalization presumes that the merchandise will be used within the district where the store is located unless the retailer is asked to ship the merchandise outside the district as part of the sale.
- Sellers or lessors of vehicles, vessels or licensed aircraft are required to collect the transactions tax if there is one, only for the district where the conveyance is to be registered. **Residents do not escape the tax by purchasing from a dealer outside the city as dealers statewide are required to collect any transactions tax for the jurisdiction where the vehicle is registered.**
- For sales contracts that require shipment of the merchandise, the transactions tax is levied for the active district(s) at the ship to address and the seller has nexus at that location.

For sales other than “walk-in” stores, the transactions and use tax is imposed only on consumers located within the district. In projecting revenues, agencies who serve a regional market for vehicles or merchandise to be delivered elsewhere such as contractor materials or industrial equipment and goods will find that their transactions and use tax is proportionally lower than their sales tax revenues. An agency whose residents and businesses must shop outside the agency for vehicles and business and construction-related goods, will find that their transactions and use tax receipts are proportionally higher than their sales tax revenues. Retailers are only required to collect a transaction tax for sales in a specific district if they have “nexus” in that district. Nexus is established by:

- Having a permanent or temporary business location within the district including a warehouse, salesperson or office.
- Having a representative in the district for purposes of taking orders, making sales, delivery or installation.
- Deriving rental income from lease of tangible personal property within the district or selling conveyances that require registration.

If the retailer has no nexus within the district and does not collect the tax, the buyer is responsible for paying a corresponding use tax. Agencies that have implemented a transaction tax district may want to consider requiring contractors and other businesses with potential ongoing use tax liabilities to submit proof that they have applied for a California Consumer Use Tax Account (BOE-400-CSU) as part of the agency's licensing/permitting requirements.

#### **Implementation Issues and Resources**

Cities and counties are required to contract with the State Board of Equalization for administration of the ordinance imposing a transactions and use tax. There are two contracts. One is for setting up the tax; the second is for ongoing administration. Additionally, as the transactions and use tax is separate and distinct from the local sales and use tax, a separate *Resolution of Confidentiality* for access to the allocation data is required. Agencies contemplating a transactions and use tax should begin by contacting the State Board of Equalization's Local Revenue Allocation Section. A team has been established to assist agencies with the preparatory functions for placing a proposal on the ballot including proper wording of the ordinance and subsequent contracts. The specific advisor is Donna Puchalski (916.324.1371).

California Constitution Article XIII C should be reviewed with agency counsel to determine whether or not the specific tax proposal being contemplated falls under the requirements for consolidation with a regularly-scheduled general election for members of the governing body.

#### **Analysis of Agencies that Have Adopted Similar Taxes**

The confidentiality requirements imposed by Revenue and Taxation Code Section 7056, strictly limit disclosure of information from sales tax returns. The contents of this analysis are necessarily general in order to comply with Section 7056.

Our inquiry is limited to point-of-sale sales tax receipts and does not attempt to adjust for any other external or internal business factors. We compared year-over-year local tax receipts, adjusted for payment aberrations, for cities that recently implemented a transactions and use tax compared to countywide percentage changes over the same period. We analyzed this data by major industry group, including growth rates specifically for the automobile and transportation sector.

Our findings after evaluating taxable sales growth in eight cities after their implementation of a voter-approved transactions and use tax are as follows:

1. We found no conclusive evidence in the data we analyzed to point to a measurable and on-going negative impact from the implementation of add-on transactions and use taxes at rates between 0.50% to 1.0% on taxable sales.
2. While sales of general consumer goods at brick-and-mortar retail stores have been relatively weak in recent years compared to other categories, we found this trend has been driven by consumer preferences towards purchasing merchandise from online retailers located out-of-state, not from higher voter-approved transactions taxes. The sales tax collected from these transactions is pooled countywide, based on point of delivery, and the local 1% sales tax is distributed on a pro-rata basis to cities and counties. Transactions taxes for online sales are allocated directly to the local agency where the goods are shipped.
3. The average annual growth in sales tax receipts for the 8 subject cities after implemented a transactions tax was 5.13% compared to 4.24% for the overall county during the same period of time. The growth rate for most of the cities was generally within 1% of the countywide averages. Exceptions in which cities grew significantly faster than their county average can generally be attributed to new business openings during the period.
4. Generally, the average percentage change in receipts for the Automobile/Transportation sector in the subject cities were within +/-2% of the countywide percentage change in the Automobile/Transportation sector during the same time period. Fairfield was an exception in which growth exceeded the countywide percentage change due to changes in ownership/management of several automobile dealers. El Monte lagged the countywide growth due to a greater than average decline in auto sales during the depths of the Great Recession.

The following table summarizes the average annual percentage change in sales tax receipts since the date of district tax inception through the end of calendar year 2015 for each comparison agency.

City	Year Implemented	Rate	% Change City	% Change County
Culver City	2013	0.50%	3.64%	3.10%
El Monte	2009	0.50%	1.34%	2.10%
La Mesa	2009	0.75%	7.96%	5.64%
National City	2006	1.00%	0.49%	1.25%
Vallejo	2012	1.00%	5.51%	5.60%
Fairfield	2013	1.00%	8.16%	4.38%
Concord	2011	0.50%	6.60%	4.87%
Cathedral City	2010	1.00%	7.36%	6.97%
<b>Average</b>			<b>5.13%</b>	<b>4.24%</b>



The following table summarizes the average annual percentage change in sales tax receipts for the Automobile/Transportation sector since the date of district tax inception through the end of calendar year 2015 for each comparison agency.

City	Year Implemented	Rate	% Change City	% Change County
Culver City	2013	0.50%	11.15%	13.18
El Monte	2009	0.50%	1.88%	4.65%
La Mesa	2009	0.75%	7.96%	5.64%
National City	2006	1.00%	0.98%	1.83%
Vallejo	2012	1.00%	14.94%	15.15%
Fairfield	2013	1.00%	22.55%	14.76%
Concord	2011	0.50%	13.50%	11.59%
Cathedral City	2010	1.00%	11.15%	13.18%
<b>Average</b>			<b>10.51%</b>	<b>10.00</b>

We have spent a significant amount of time performing before and after analysis of our data base looking for evidence that local transactions taxes result in lower taxable sales or the relocation of sales to other jurisdictions. While it is probable that at least some businesses are impacted by the adoption of local add on taxes, we have found no conclusive evidence to support the supposition to date. Possible reasons include:

1. There is an impact but it is too small to be distinguished from other factors.
2. Californians are accustomed to having the tax added to the cost of the purchase and base their buying decision on the cost of the merchandise rather than the added percentage of sales tax.
3. The increase is too small to be worth the time and expense to travel outside of the city to avoid paying the tax.
4. Consumers who do include the total sales tax in their buying decisions have found alternatives to paying sales tax and are not a factor in the comparisons.

Please contact me at 909.861.4335 if we can provide any additional information or answer any questions related to our analysis.

Sincerely,

Andrew Nickerson  
President

This agreement, dated for reference May 27, 2020, is between the City of Montclair ("Montclair") and Cerrell Associates Inc. ("CAI"). The following sets forth the terms and conditions under which CAI, at Montclair's request, shall perform certain public affairs services within the State of California.

1. DESCRIPTION OF SERVICES. CAI agrees to provide strategic counsel, brand development, message and theme development, materials development, message dissemination, media relations, and online/social media services for a potential November 2020 revenue measure. CAI's services shall be in accordance with the bronze level scope of work prepared on March 11 2020, incorporated herein as Exhibit A.

2. COMPENSATION. A.) In consideration of the services to be provided by CAI, Montclair shall pay CAI a monthly consulting fee of \$6,000. In addition, Montclair shall reimburse CAI for all reasonable and necessary expenses incurred by CAI in its performance of the services contemplated under this Agreement, including two direct mail pieces at a cost of \$12,500 and translation services at a cost of \$2,000. The total program cost is a not-to-exceed amount of \$47,500.

3. TERM. This Agreement shall become effective on June 1, 2020, and shall remain in effect until November 13, 2020.

4. RELATIONSHIP. The relationship of Montclair and CAI is that of an independent contractor throughout the term of this Agreement. It is understood that this Agreement in no way constitutes CAI an employee or agent of Montclair, and nothing herein shall create an agency relationship between Montclair and CAI. CAI understands and agrees that it has no authority to make or imply any binding commitments upon Montclair and agrees that it shall act only at Montclair's direction.

5. REPRESENTATIVE. Unless otherwise advised, Mr. Mikey Fuentes shall be Montclair's representative to CAI. All communications of CAI relating to its performance of services under this Agreement shall be directed to Montclair's representative, or to any other such representative of Montclair as designated in writing by Mr. Fuentes.

6. CONFLICT OF INTEREST. CAI represents that it is not, as of the effective date of this Agreement, aware of any conflict of interest, but in the event such a conflict should arise, CAI shall promptly notify Montclair and devote its best efforts to resolve any such conflict.

7. APPLICABLE LAW. All disputes arising out of or relating to this Agreement or the interpretation thereof shall be governed by and in accordance with the laws of the State of California. In the event of litigation between Montclair and CAI arising out of this Agreement, both Montclair and CAI agree that the prevailing party shall be entitled to all costs of litigation including reasonable attorney's fees as may be awarded by a court of law.

7. APPLICABLE LAW. All disputes arising out of or relating to this Agreement or the interpretation thereof shall be governed by and in accordance with the laws of the State of California. In the event of litigation between Montclair and CAI arising out of this Agreement, both Montclair and CAI agree that the prevailing party shall be entitled to all costs of litigation including reasonable attorney's fees as may be awarded by a court of law.

8. ASSIGNMENT. Neither party shall assign this Agreement without the prior written consent of the other party. Any assignment without such prior written consent is void.

9. PAYMENT TERMS. All invoices submitted shall be due and payable within 30 days of receipt. Any balance outstanding more than 60 days from the invoice date shall be subject to a service charge equal to 10% annum, calculated on a monthly basis. Should any invoice by CAI remain unpaid for more than 60 days from the invoice date, CAI reserves the right to suspend all work until all outstanding invoices are paid in full.

10. COMPLETE AGREEMENT. It is understood and agreed that this constitutes the complete agreement between Montclair and CAI and that no changes shall be made except in writing and signed by both parties.

ACCEPTED AND AGREED TO:

Cerrell Associates, Inc.

City of Montclair



By: \_\_\_\_\_

By: \_\_\_\_\_

Title: CFO

Title: \_\_\_\_\_

Date: May 27, 2020

Date: \_\_\_\_\_



320 North Larchmont Boulevard  
Los Angeles, California 90004  
Phone: 323-466-3445  
Fax: 323-466-8653  
www.cerrell.com

## **EXHIBIT A**

March 11, 2020

Mikey Fuentes  
Senior Management Analyst  
City of Montclair  
Sent via email to [mfuentes@cityofmontclair.org](mailto:mfuentes@cityofmontclair.org)

### **Re: Cerrell's Proposal for Public Education Services**

Dear Mr. Fuentes,

Thank you for speaking with us about the City of Montclair's ongoing discussions about a potential revenue measure for the November 2020 election cycle. We appreciated all of your time and the information you provided.

Cerrell has the ballot measure, communications and community engagement expertise, coupled with the local knowledge needed, to effectively run Montclair's ballot measure public education program. No other firm has our skill or track record, and no one can offer a customized program with high-levels of services like the Cerrell team can.

Since our founding in Los Angeles in 1966, Cerrell has built countless successful strategic communications and advocacy programs. Our trademark approach – Strategy. Action. Results. – have helped cities, non-profits, multinational corporations and trade associations achieve their goals.

We can immediately become Montclair's partner and launch a customized, integrated and multilingual education program to ensure constituents understand all aspects of a sales tax measure – the City's strengths and challenges, why the Council is considering the measure, and most importantly the effects on essential services if the measure is approved or rejected by voters.

A specialty throughout our history has been working with municipalities on strategic communications and public education programs on funding measures. We've worked for numerous cities on revenue measures, including Burbank, Culver City, Downey, Duarte, El Monte, Glendale, Norwalk, San Dimas and Westminster, along with communications programs in neighboring Claremont, and Anaheim, Huntington Beach, Montebello and Monrovia.

These cities can attest to the effectiveness of our programs and the ease of integration we had with their teams.

We hope we're ultimately selected by the City and we can't wait to get started on a comprehensive, research-driven education and engagement program around the potential expansion of the City's sales tax. We've attached some examples of collateral materials created for our recent ballot measure education programs.

### **Moving Forward Together**

Based on our conversation, the City has an important story to tell. Constituents should be aware of the significant staff reductions that occurred over the past decade and the City's efforts to continue delivering more with less.

We reviewed FM3's presentation to the Council on its survey research conducted on the City's behalf. Constituents trust the City, value public safety and community services, but see a great need for additional funding to support/maintain essential services.

The greater Montclair community must understand how this is not sustainable without additional revenue, and how a sales tax increase would generate as much as \$9 million annually, depending on the potential increase placed before voters, to support public safety services, parks, clean and safe streets and sidewalks, and other quality of life services.

Like all cities trying to educate constituents about a new program or potential revenue measure, Montclair will face challenges – competing measures at the County or state level, potential stakeholder groups or outside entities attacking the measure. These challenges are not reasons to stop the City from moving forward; rather, these challenges highlight the need to have a robust communications program.

A multilingual communications and education program will create a baseline of understanding about the importance of City services and what they mean for the community's quality of life, setting the stage for the City Council to consider placing a measure on the 2020 ballot.

Cerrell's program will ensure constituents are engaged from the outset and receive compelling messages consistently through different avenues and using different voices.

We pride ourselves on following the letter and spirit of communications regulations. This includes following the rules that govern the type of messages that can be communicated by a government entity for an education program. Our messages and activities will be educational only, without any advocacy or spin. We believe that all activities and messages should be reviewed by the City Attorney to ensure we maintain the highest ethical standards.

## **The Roadmap**

Montclair's partnership with Cerrell will take the City through every step of a ballot measure's public education lifecycle. From Day 1, we'll be by your side providing the expert counsel cities have come to expect from us.

We'll translate the information from the City's polling into compelling messages and meaningful actions, as we launch a program to educate the public about the City Council's consideration of a ballot measure. And we'll keep our integrated and innovative communications going through Election Day if the Council decides that placing a measure before voters is in the City's best interests.

Voters must understand the reasons why the Council made this decision, the measure's accountability measures, and the tangible impacts the measure will have on their community. More importantly, they must understand the effects of the proposed measure on them, their families and businesses, and their quality of life.

Not all cities are the same – strengths, challenges, budgets all differ. The same public education program won't work in every city. That's why Cerrell customizes our municipal education programs for each client. While the polling will help shape the program's strategies and timing, we envision using the following tactics.

To provide the City with some options and flexibility, we've presented three different levels of service – Bronze, Silver and Gold – with elevated levels of service. While it is our recommendation to employ the most comprehensive program, surrounding residents in multiple

ways with our public education messages, we have presented these varying levels to work within your budget parameters.

## **Bronze**

The Bronze Level focuses on core public education and engagement activities to raise awareness among Montclair residents and businesses about the City's financial situation and the challenges that remain. Over the life of this program, we will gradually weave in messages focused on a potential sales tax increase building toward the Council's decision on whether to place a November 2020 measure before voters.

- **Strategic Counsel:** Montclair needs a local, experienced and responsive consultant that can adapt their approach based on changes on the ground. We'll be that guide directing which tools to use and when from our kickoff meeting through Election Day.
- **Brand Development:** Every Cerrell municipal education program has a distinct brand, something that will resonate with residents and business owners as being local and authentic. Since a measure wouldn't receive a letter designation until approximately August, creating a unique brand for the program will allow all messages and materials to be seen as part of a unified voice on the City's behalf. Just like we did with Duarte and our *Duarte for All* program, we'd work with you to customize the name and logo for Montclair's efforts.
- **Message and Theme Development:** We'll quickly develop the themes and messages that will serve as the cornerstone for all public outreach and external communication activities. These messages will rely heavily on those tested in the survey research, and will incorporate existing messages the City uses to communicate with its constituents. We will create a key messages/talking points document from which all written and verbal communications will be based.
- **Materials Development:** Based on our theme and messages, we will develop a set of multilingual collateral materials to communicate with residents. These materials would have the look and feel of other City materials and would be our primary tool to disseminate messages to external audiences. Materials could include the following:
  - Fact sheet
  - Frequently Asked Questions (FAQ) sheet
  - PowerPoint presentation
  - Palm Card (for public events)
- **Message Dissemination:** We will work with the City to disseminate educational messages through its existing electronic and printed newsletters, to reach a broader audience and enhance our educational efforts. Additionally, we recommend that our materials be placed in all City facilities and explore utilizing other City communications platforms to distribute our messages/materials.
- **Media Relations:** One of the quickest ways for a public communications program to spin out of control is for the media to misinterpret the City's intentions or the potential community impact of a revenue-generating measure. To prevent any misunderstanding, we will support the City in engaging with key reporters and editors, mainly from the *Inland Valley Daily Bulletin*.
- **Online/Social Media:** We will complement our traditional outreach methods with a robust online presence to reach the broadest audience of Montclair's residents. The City's existing channels already have established audiences among residents and business owners, and distributing our messages through these trusted channels will ensure a greater acceptance of the messages and wider distribution.

- **Website:** We will work with the City to populate its existing website with our approved messages and information. We recommend the development of a simple landing page to host our collateral materials and to serve as a clearinghouse of information and messaging.
- **Social Media:** A vital avenue to further educate the public and share links to outreach materials and other resources, Cerrell will create a social media calendar and content for the City's existing social media channels. Whenever possible, we will ensure that social media content is visually interesting, incorporating graphic elements and multimedia content.

## Silver

The Silver Level expands on the Bronze Level's public education activities to create a more robust, proactive program to further engage the Montclair community.

- **Community/Stakeholder Outreach:** An expanded public education effort involves consistent stakeholder engagement. These activities also play a critical role in gaining valuable community feedback. Working closely with the City, we will help identify stakeholders in the community to engage, who will hopefully help amplify the City's messages to a wide array of audiences. We believe the City already possesses a robust communications network of community stakeholders. We would work with the City to augment this network with organizations such as:
  - Homeowners associations
  - Civic associations
  - Business groups
  - Ecumenical entities
  - Large businesses

We'll reach out to these stakeholder organizations with our materials, and encourage them to share our information with their respective networks, allowing our messages to organically spread throughout the community.

## Gold

The Gold Level takes the Silver's proactive engagement approach and adds even more direct touchpoints to surround constituents with our messages to ensure the maximum education levels possible.

- **Direct Mail:** Direct mail is the most effective way to directly engage Montclair's registered voters and deliver the program's messages. We recommend distributing at least three bilingual educational pieces – one before the Council's vote to build awareness around the challenges the City is facing, and two afterwards.
- **Community Town Hall/Council Meetings:** To further engage the broader community, we might recommend the City host a community forum. We've used this type of event in the past for staff to convey what a city budget might look like with the new revenue and what it could look like without it. We envision this meeting being hosted by the City in partnership with key community organizations and led by City personnel, with Cerrell assisting in the development of the meetings' program and logistics management.
- **Information Booths:** We will work with City staff to identify highly attended community events and meetings in Montclair, and create a calendar of events where we would plan to have a presence. These events allow residents to connect face-to-face with City staff.

- **Video Series:** Innovative content speaks to constituents. We'll conceptualize, develop and produce a series of short videos. The purpose of the videos will be to personalize the issue, clearly showing what's at stake for the City and featuring content that will resonate emotionally with residents.

**Staying On The Same Page**

Through regular team meetings and conference calls, the Cerrell team will provide continuing status updates on the program's components, ensuring the timely completion of individual benchmarks and the delivery of the final report. This includes a biweekly memo providing updates on all activities that the City's management team can share with the Council.

We will also develop a task list to drive our activities and provide the City and Cerrell teams a firm understanding of the deliverables in the days and weeks ahead. Cerrell is able to attend any City Board or Council meeting to present and receive direction on our approach and progress to date at the discretion of the City.

**An Integrated Team**

We firmly believe that City personnel are the most authentic voices for this public education effort. As such, we recommend that City staff conduct any requested presentations and lead any community meetings.

Residents value personal interactions with their City's leaders, and these meetings will strengthen the City's position as responsive and accessible to constituents – a necessary component to effectively communicate new policies and ideas.

**The Only Team You Need**

Montclair's public education program will be co-managed by Chief Strategic Officer Brandon Stephenson and Vice President Tori Chica, who collectively bring over two decades of experience in managing every aspect of a political or issue-based campaign. Public Affairs Manager John Anderson will run day-to-day activities and coordinate all program facets with Brandon and Tori, and Senior Account Coordinator Noam Leead will oversee all outreach activities.

We're happy to provide bios of the team, and the rest of Cerrell's locally-based outreach and communications experts stand ready to assist on this program as needed.

**What It Will Cost**

We have provided Cerrell's fee for the three phases outlined above:

<b>Level</b>	<b>Cerrell Fee</b>
Bronze	\$6,000 / month
Silver	\$7,500 / month
Gold	\$9,000 / month

As is our normal practice, Cerrell has discounted our standard hourly fees by 15% for municipal clients. The proposed monthly rates do not include hard costs, such as direct mail, printing or professional translation services. We would provide the City with a detailed budget before moving forward with that part of the program.

As previously noted, we recommend three mail pieces distributed to the City's registered households, which totals 7,862 households. Based on this number, we anticipate each mailing



to cost approximately \$5,600. However, we understand the budget constraints that the City is faced with. We are willing to scale our proposed activities and the amount of mail pieces distributed based on the City's needs.

**We're Ready to Begin!**

Thank you again for the opportunity to present our qualifications, experience and vision for a successful program to educate Montclair's residents on the potential revenue-generating measure.

We look forward to discussing this proposal with you in greater detail at your convenience. In the meantime, please don't hesitate to contact Brandon, Tori or John at (323) 466-3445 or by email at [brandon@cerrell.com](mailto:brandon@cerrell.com), [tori@cerrell.com](mailto:tori@cerrell.com) or [john@cerrell.com](mailto:john@cerrell.com).

Best,



Brandon Stephenson  
Chief Strategic Officer



Tori Chica  
Vice President

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS  
COMMITTEE HELD ON THURSDAY, FEBRUARY 20, 2020, AT 4:00 P.M.  
IN THE CITY MANAGER CONFERENCE ROOM, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

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

**II. ROLL CALL**

Present: Mayor Pro Tem Raft (Chair); Council Member Johnson (Committee Member); City Manager Starr; Senior Management Analyst Fuentes; Executive Director of Public Safety/Police Chief Avels; Public Works Director/City Engineer Castillo; Public Works Superintendent Mendez; Director of Community Development Diaz;

Absent: Economic Development Consultant Staats; Assistant Director of Housing/Planning Manager Caldwell

**III. APPROVAL OF MINUTES**

The Committee approved the minutes of the January 16, 2020 meeting.

**IV. PUBLIC COMMENT**

A group of Lindero Avenue residents raised concerns of the following issues taking place on their street, a majority for which they believe their neighbors at the Paseos are responsible:

- An overabundance of cars parked on the neighborhood streets, leaving homeowners and their families and guests nowhere to park.
- Trash and debris in the street.
- Use of narcotics and other disorderly acts taking place.
- Ride sharing services picking up passengers from their street and using the Lindero Avenue residents' addresses for pick-ups and deliveries, as well as trying to use their neighborhood as a shortcut
- Poorly lit streets and a lack of working security cameras at The Paseos.
- Homeless individuals and coyotes occupying the undeveloped field to the north of their neighborhood.

To address a majority of their concerns, the residents requested a residential permit parking zone like the one for Olive Street, and the posting of a "not a through-street" sign.

City Manager Starr advised that a petition is required to initiate the request for a permit parking zone because of the need to demonstrate that a majority of the neighbors desire the restricted parking. The petition should be submitted to Public Works Director/City Engineer Castillo to place on a future Public Works Committee

agenda for discussion and evaluation. City Manager Starr also spoke to the issue of transient population, noting the rules and regulations that the City must follow, which limits enforcement actions.

Police Chief Avels and City Manager Starr advised the residents on some of the challenges and inconvenience to the residents of implementing a restricted parking zone.

City Manager Starr stated that as a prelude to residents turning in the petition, city staff will contact The Paseos property management to see how their parking management plan is working. City Manager Starr stated that The Paseos was supposed to have already addressed the parking issues.

## **V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS**

### **A. OPERATIONS**

#### **1. MAINTENANCE ACTIVITIES**

An Operations Activities Report for the past month was included with the agenda. Public Works Superintendent Mendez added recent activities and recurring activities to the maintenance activities. There were no questions or issues with the report.

#### **2. 4485 GRANADA STREET**

A resident at 4485 Granada Street asked the City to top the tree that is in front of her house. Public Works Superintendent explained to the resident that staff does not top trees due to arborist recommendations. A few maintenance workers trimmed the tree, but did not top the tree. The resident was satisfied with the result.

#### **3. THE CABOOSE AT FREEDOM PARK**

On Wednesday, February 26, 2020, the caboose will be taken from Freedom Park and donated to the Fairplex. Public Works Superintendent Mendez stated that if the City wants to donate a plaque to the Fairplex they would put it at the caboose stating that it was donated by the City of Montclair.

#### **4. REMOVAL/REPLACEMENT OF CONCRETE AT VARIOUS LOCATIONS**

Trees in the center median are pushing up the concrete on Monte Vista Avenue above Arrow Highway and several locations on Holt Blvd. It is not a safety hazard, but aesthetically it does not look attractive. Public Works Superintendent Mendez stated that when he gets more staff that can perform the required labor, he will assign them to complete the work. Public Works Director/City Engineer Castillo stated that his staff will put together a plan to provide progress on the areas that have not been completed.

## 5. ROADWAY CONCERNS

Executive Director of Public Safety/Police Chief Avels brought up the following roadway concerns:

- There is a catch basin on the North West corner of Mission Boulevard at Central Avenue that needs repair.  
Public Works Director/City Engineer Castillo stated he will check to see if it is part of the Central Avenue paving project; if not, he will look into the repair of the catch basin.
- There is a damaged catch basin at Mission Boulevard and Monte Vista Avenue in the left turn pocket.  
Public Works Director/City Engineer Castillo stated Public Works staff will assess and repair as needed.
- A light standard is flickering in the center median near A Mi Hacienda off Mission Boulevard.

Director of Community Development Diaz mentioned a sign may have been knocked down at Arrow Highway and Benson Avenue.

Public Works Superintendent Mendez stated he will visit the site to assess.

Chair Raft asked if all the SCE light standards that have been knocked down have been replaced.

Public Works Superintendent Mendez stated that the ones on Ramona Avenue and Mission Blvd have indeed been replaced.

## 6. TOMMY'S CARWASH

Public Works Superintendent Mendez mentioned that we now have an approved the Tommy's carwash agreement. He will send an email to city employees on how to use the carwash services and the cost.

## B. FACILITIES

### 1. MAINTENANCE ACTIVITIES

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

### 2. ADDITIONAL ITEMS — None

## C. ENGINEERING DIVISION ITEMS

### 1. 9015 HELENA AVENUE — DEED OVER PARKWAY AREA.

The City wishes to deed over the parkway area to the resident of 9015 Helena Avenue. Public Works Director/City Engineer Castillo needs to be

sure that there are no underlying easements that need to be retained before moving the item forward and bringing it to Council.

**2. 9614 BENSON AVENUE — DEED OVER ACCESS TO SUNRISE PARK.**

Public Works Director/City Engineer Castillo stated that the City will need to complete the in-progress General Plan parks accessibility process to see if any recommendations come forth concerning this issue.

**3. 9733 MONTE VISTA AVENUE — PARKING RESTRICTIONS PERMIT**

Public Works Superintendent Mendez stated that the resident at 9733 Monte Vista Avenue is requesting a permit to be able to park on Rosewood across from 4880 and 4890 Rosewood Avenue.

The Public Works Committee was in agreement that a permit should not be issued to the resident due to the fact that it is a permit parking zone and exceptions cannot be made.

**4. ACTIVE TRANSPORTATION SURVEY AND WORKSHOP**

Public Works Director/City Engineer Castillo stated that there will be an active transportation survey on the city website and on February 26th there will be a pop-up workshop at the Metrolink station from 3:30 p.m. to 7:30 p.m. at which attendees will be requested to complete the survey.

**VI. POLICE DEPARTMENT UPDATE/ITEMS**

**A. ANNUAL POLICE OFFICER MEMORIAL EVENT**

Executive Director of Public Safety/Police Chief Avels stated that on Thursday, May 14, 2020, the Montclair Police Department will host the County's Annual Police Officer Memorial Event. Police Chiefs from each city in the County acknowledge all officers that have died in the line of duty. Montclair Police Department has never before hosted the event. They plan on holding it in the front parking lot area at the Police Department. The event will require the shutdown of Arrow Highway from Monte Vista Avenue leading up to the bus transportation to utilize for event parking. Monte Vista Avenue will remain open.

Police Chief Avels stated that the event starts at 10:00 a.m., but the road closure will begin at 7:00 a.m. and remain closed until at least noon in order to get everything cleaned up. Message boards will be used well in advance on Arrow Highway to notify residents about the closure. Neighboring business and apartment complexes have been notified. Lieutenant Michel will coordinate with Building Official Westerlin on the logistics of placing the tents. Media will be at the event. The best way to access the event will be from Mills Avenue, then eastbound on Arrow Highway where staff will be providing parking directions.

## **VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS**

### **A. PROJECT UPDATES**

Director of Community Development Diaz announced that the Arco Gas Station on the North West corner of Monte Vista Avenue at Holt Boulevard is now re-opened. He also mentioned that the newly constructed warehouse building on the northeast corner of Brooks Street at Monte Vista Avenue is being considered by a new owner who is a nutraceutical provider.

Director of Community Development Diaz and City Manager Starr mentioned that The Alexan project will be looking to obtain a conditional use permit for the community center and leasing offices. They will be ready to lease units within three to four weeks.

Police Chief Avels stated he is pleased with what he heard about The Alexan's parking plan. He is waiting for the property management company to send language that will be in the lease agreement that speaks to the parking permit.

Director of Community Development Diaz advised the Vista Court development across from the Alexan development is in the framing stage.

## **VIII. CAPITAL PROJECT UPDATES**

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

### **A. LOCAL PROJECTS**

#### **1. CENTRAL AVENUE UTILITY UNDERGROUND PROJECT**

The undergrounding of utilities for this project is still not completed. Public Works Director/City Engineer Castillo will be working towards getting this project completed soon.

#### **2. CENTRAL AVENUE STREET REHABILITATION PROJECT PHASE 1**

Public Works Director/City Engineer Castillo stated this project has had some challenges out in the field. The potential completion date is May 2020. The contractor will submit a schedule for the City's review to provide the number of additional days the contractor will need in order to complete the project due to the challenges faced during construction. He has not received the Caltrans permit or encroachment permit. Staff will bring an agenda item to Council to add additional staff and funds to the construction management consultant contract.

#### **3. REEDER RANCH ROOF REPLACEMENT AND ELECTRICAL PROJECT**

Staff is dealing with a difficult contractor, but the project is almost complete. Staff is waiting for SCE to generate power at the Reeder Ranch.

**4. CITY HALL REMODEL PHASE 2 PROJECT (FINANCE OFFICES)**

This project is well into construction and going smoothly. Work is expected to continue through June 2020.

**5. HOLT BOULEVARD REHABILITATION PROJECT**

This project is in the design phase and Public Works Director/City Engineer Castillo hopes to bring forth a construction date soon.

**6. Arrow Highway and Fremont Avenue Project**

The City has obtained funding for streetscape enhancements for Arrow Highway and Fremont Avenue. The first resident meeting was held in August 2019 to introduce the project to the residents. Some individuals were concerned about the Arrow Station development with a median being placed across from their homes and therefore they would not be able to turn left into their property. The consultant and staff reviewed their concerns, but it is still their recommendation to place the median through that segment. The second resident meeting for this project will be held on Tuesday, February 25, 2020, at 6:00 p.m. in the Senior Center.

**B. REGIONAL PROJECTS**

**1. I-10 CORRIDOR PROJECT**

Public Works Director/City Engineer Castillo stated that the project is from the County line to the I-15 Freeway. Segment 2 freeway construction should begin around March or April. Construction will continue through 2023. There will be no lane closures during construction.

**2. CHINO BASIN PROGRAM (IEUA)**

Shivaji Deshmukh from IEUA will be attending the Council workshop on March 2, 2020 to discuss this program. Meetings to discuss this project will reconvene soon.

**3. CENTRAL AVENUE BRIDGE**

Staff is continuing to work on the award package. Staff has not yet submitted to Caltrans. Public Works Director/City Engineer Castillo will bring forth a design contract for \$3 million for the design of the bridge.

**4. FOOTHILL GOLD LINE EXTENSION**

A proposed Assembly Bill would create a separate construction authority for the segment of the Gold Line to be built from Montclair to Ontario and would have seating on the board for the cities of Claremont, Montclair, Upland, Rancho Cucamonga, and Ontario; the Ontario Airport Authority; and the governor would have a non-voting seat. There is controversy about the legislation and SBCTA is opposed to it and wants all of the cities in San Bernardino County to oppose it. There is discussion between Assembly Member Holden's office and representatives from SBCTA to pull the bill in advance if SBCTA agrees to demonstrate their commitment to

extending the Gold Line to Montclair as well as getting it to the Ontario International Airport. SBCTA has discussed adopting a resolution that would address the issue.

**IX. COMMITTEE AND CITY MANAGER ITEMS — None**

**X. ADJOURNMENT**

At 5:30 p.m., Chair Raft adjourned the meeting of the Public Works Committee. The next meeting of the Public Works Committee is scheduled to be held at 4:00 p.m. on March 19, 2020, in the City Manager's Conference Room.

Submitted for Public Works Committee approval,

  
Samantha Contreras  
Transcribing Secretary