

## **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/95239872725>

### **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: 952 3987 2725**

**ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING.  
THE CITY CLERK WILL UNMUTE THOSE WHO WISH TO SPEAK 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 mute and unmute yourself, 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 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 15, 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 Authorizing an Electronic Filing Option 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 Tuesday, June 23, 2020 at 6:00 p.m. [CC] 5

**VIII. CONSENT CALENDAR**

A. Approval of Minutes

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

B. Administrative Reports

1. Consider Receiving and Filing of Treasurer’s Report [CC] 11

2. Consider Approval of Warrant Register & Payroll Documentation [CC] 12

3. Consider Receiving and Filing of Treasurer’s Report [SA] 13

4. Consider Approval of Warrant Register [SA] 14

5. Consider Receiving and Filing of Treasurer’s Report [MHC] 15

6. Consider Approval of Warrant Register [MHC] 16

7. Consider Receiving and Filing of Treasurer’s Report [MHA] 17

8. Consider Approval of Warrant Register [MHA] 18

C. Agreements

1. Consider Approval of Agreement No. 20-47 with Catering Systems, Inc. to Provide Meals for the City’s Senior Citizen Nutrition Program [CC] 19

2. Consider Approval of Agreement No. 20-51 with Chaffey Joint Union High School District and Agreement No. 20-52 with Ontario-Montclair School District for Specialized Law Enforcement Services During Fiscal Year 2020-21 [CC] 41

3. Consider Approval of Agreement No. 20-53 with the Montclair Chamber of Commerce to Provide Services to Promote Local Economic Development [CC] 50

4. Consider Approval of Agreement No. 20-55 Amending Agreement No. 17-30, as Amended by Agreement Nos. 18-30 and 19-38, with Mariposa Landscapes, Inc., for Landscape Maintenance Services [CC] 56

5. Consider Approval of Agreement No. 20-57 with Fairbank, Maslin, Maullin, Metz, and Associates (FM3) for Additional Polling, Educational, and Outreach Services [CC] 60

D. Resolutions

1. Consider Adoption of Resolution No. 20-3268 Calling and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, November 3, 2020, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Related to General Law Cities [CC]

Consider Adoption of Resolution No. 20-3269 Adopting the Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at an Election to be Held on Tuesday, November 3, 2020 [CC]

Consider Adoption of Resolution No. 20-3270 Requesting the Board of Supervisors of the County of San Bernardino to Consolidate a General Municipal Election to be Held on Tuesday, November 3, 2020, with the Presidential General Election to be Held on the Same Date Pursuant to Section 10403 of the California Elections Code [CC]

69

2. Consider Adoption of Resolution No. 20-3271 Amending Animal Licensing and Sheltering Fees [CC]

76

3. Consider Adoption of Resolution No. 20-3272 Directing Staff to Review the Conflict of Interest Code and Submit the 2020 Biennial Notice Pursuant to the Political Reform Act [CC]

80

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. COUNCIL/MHC WORKSHOP**

A. Fiscal Year 2020-21 Preliminary Budget Review [CC/MHC]

*(The City Council may consider continuing this item to an adjourned meeting on Tuesday, June 23, 2020, at 6:00 p.m.)*

**XI. COMMUNICATIONS**

A. Department Reports

1. Public Works Department — Central Avenue Rehabilitation Project Update

B. City Attorney

C. City Manager/Executive Director

1. COVID-19 Update

D. Mayor/Chairperson

1. Discussion of Civil Unrest in the Community

E. Council Members/Directors

F. Committee Meeting Minutes *(for informational purposes only)* — None

**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, July 6, 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 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.*

*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 <http://www.cityofmontclair.org/agendas> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, June 11, 2020.*



# CITY COUNCIL AGENDA REPORT

**DATE:** JUNE 15, 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 AUTHORIZING AN ELECTRONIC FILING OPTION 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 TUESDAY, JUNE 23, 2020, AT 6:00 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 (MMC) authorizing an electronic filing option 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 Tuesday, June 23, 2020, at 6:00 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 allows or 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.

The required public notice for this hearing was provided.

The Ordinance was initially presented for first reading on June 1, 2020 requiring electronic filing for committees that reach the \$2,000 fundraising and expenditure limit; however, because the City Council expressed that it would like electronic filing to be optional rather than mandatory for committees that exceed the \$2,000 threshold, the first reading was not conducted on June 1st and was rescheduled for June 15th with the requested amendment. Ordinances may be adopted at regular or adjourned regular meetings occurring at least 5 days after the first reading has been conducted. The adjournment of the June 15th Council Meeting to June 23rd for the preliminary budget review presentation will provide an earlier opportunity for adoption than the next regular meeting on July 6th, and the effective date 30 days after adoption would allow the system to be used beginning July 23rd for campaign statements due July 31st.

**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 Campaign Disclosure Forms (the 400 series of forms related to election campaign funding) electronically requires adoption of an ordinance by the City Council.

While reviewing the MMC 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 MMC 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 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 MMC, 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 with the findings of its unconstitutionality upheld; however, Section 2.12.020 (D) of the MMC was never removed. The language of Section 2.12.020 (D) of the MMC 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 authorizing an electronic filing option 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 Tuesday, June 23, 2020, at 6:00 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 AUTHORIZING AN ELECTRONIC FILING OPTION 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 option. 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. may file those statements, reports or other documents online or electronically with the City Clerk's electronic filing system.

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 online or electronically in the City Clerk's electronic filing system.

3. Opting in to electronic filing. Once an elected officer, candidate, committee, or other person or entity files a statement, report, or other document online or electronically pursuant to subsection (1), all future statements, reports, or other documents on behalf of that filer are required to be filed online or electronically in the City Clerk's electronic filing system, unless expressly permitted otherwise in writing by the City Clerk prior to the filing deadline.

4. If the City Clerk's electronic filing 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 a paper format.

5. 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's electronic filing system. The City Clerk's electronic filing system shall issue to a person who files a statement, report, or other document 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's electronic filing system and the method by which the filer may view and print the data received by the City Clerk's electronic filing system.

**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

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	FIN520
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	J. KULBECK
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending May 31, 2020, pursuant to state law.

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

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

**RECOMMENDATION:** Staff recommends the City Council receive and file the Treasurer's Report for the month ending May 31, 2020.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	L. LEW/V. FLORES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

---

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

**BACKGROUND:** Mayor Pro Tem Raft has examined the Warrant Register dated June 15, 2020; and the Payroll Documentation dated May 10, 2020; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated June 15, 2020, totals \$1,661,020.23; and the Payroll Documentation dated May 10, 2020, totals \$626,844.86 gross, with \$436,886.22 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

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	FIN510
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	SA
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

---

**REASON FOR CONSIDERATION:** City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending May 31, 2020, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending May 31, 2020.

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

**RECOMMENDATION:** Staff recommends the City Council acting as Successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending May 31, 2020.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	FIN530
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	SA
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

---

**REASON FOR CONSIDERATION:** The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending May 31, 2020, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 05.01.20-05.31.20 in the amounts of \$2,520.29 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending May 31, 2020.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	5	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

---

**REASON FOR CONSIDERATION:** Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending May 31, 2020, pursuant to state law.

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

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending May 31, 2020.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	6	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

---

**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending May 31, 2020, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 05.01.20-05.31.20 in the amount of \$27,855.39 for the Montclair Housing Corporation and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending May 31, 2020.





# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	7	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

---

**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending May 31, 2020, pursuant to state law.

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

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending May 31, 2020.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	8	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

---

**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending May 31, 2020, pursuant to state law.

**BACKGROUND:** Vice Chairperson Raft has examined the Warrant Register dated 05.01.20-05.31.20 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairperson Raft recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending May 31, 2020.



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	HSV105
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 20-47 WITH CATERING SYSTEMS, INC. TO PROVIDE MEALS FOR THE CITY'S SENIOR CITIZEN NUTRITION PROGRAM		

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 20-47 with Catering Systems, Inc. to provide meals for the City's Senior Citizen Nutrition program.

**BACKGROUND:** On June 3, 2019, the City Council approved Agreement No. 19-47 with the San Bernardino County Department of Aging and Adult Services (DAAS) to provide a three year Senior Citizen Nutrition Program for participants aged 60 and over at the Montclair Senior Center. The Human Services Department is managing and operating the nutrition program with grant funds awarded by DAAS.

The Human Services Department recommends a subcontract with Catering Systems, Inc. for nutrition program meals. City Staff have had difficulty in finding other meal providers that serve high quality food and that will work within the DAAS requirements. Staff requested recommendations for meal providers from DAAS and unfortunately, other meal providers are significantly higher in cost and subjectively lower in quality.

In order to maintain the current program standards, Human Services is recommending that the City subcontract with Catering Systems, Inc. for Fiscal Year 2020/2021. Should the Council approve Agreement No. 20-47, Catering Systems, Inc. would continue to deliver prepared meals every weekday until June 30, 2021. The meal cost will be \$5.40 per meal, a \$0.15 increase due to growing subcontractor food costs/expenses. All of these costs will be covered by the existing cost reimbursement DAAS grant.

The suggested donation for meals in many surrounding cities in San Bernardino County is \$3.00. Montclair's current suggested donation is \$2.00 per meal, which is one of the lowest in the surrounding communities. The funding for the meal cost would be paid through participant donations and funding from Agreement No. 19-47 with the San Bernardino County Department of Aging and Adult Services (DAAS) that was approved by the City Council on June 3, 2019. Note that the DAAS contract has a three year term and covers the period July 1, 2019 - June 30, 2022.

**FISCAL IMPACT:** There will be no cost to the General Fund as a result of this agreement to provide the Senior Nutrition meals. All of these costs will be 100 percent grant-funded under Agreement No. 19-47 with DAAS. The term of the proposed Agreement No. 20-47 is one year, from July 1, 2020 through June 30, 2021.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 20-47 with Catering Systems, Inc. to provide meals for the City's Senior Citizen Nutrition Program.

## FOOD SERVICE AGREEMENT

**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 Catering Systems, Inc., hereinafter referred to as the "Subcontractor."

**WHEREAS**, the Contractor and the County of San Bernardino Department of Aging and Adult Services (DAAS), hereinafter referred to as "County," have entered into an Agreement which authorizes the Contractor to provide certain services, said City Agreement being No. 19-47 signed June 3, 2019; 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:

### AGREEMENT

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

The Subcontractor shall perform and provide the services set forth in the Food Service Specifications, 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 Food Service Specifications 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

- B. The representative of the Subcontractor shall be:

Lordwin Dsouza  
Catering Systems, Inc.  
2512 East Fender Avenue, Suite E  
Fullerton, California 92831  
(714) 278-9294

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

The Contractor shall pay to the Subcontractor an amount not to exceed \$5.40 per meal for approximately 90 meals per day 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.

### **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 14, "Indemnity, Liability, and Insurance Requirements," and Section 18, "Termination," and the availability of funds through the County.

There are up to 252 serving days during Fiscal Year 2020-21 not including the following holidays and special occasions:

Independence Day - July 3, 2020  
Labor Day - September 7, 2020  
Veterans Day - November 11, 2020  
Thanksgiving Day - November 26, 2020  
Christmas Eve and Christmas Day - December 24-25, 2020  
New Year's Eve and New Year's Day - December 31, 2020 - January 1, 2021  
Marin Luther King Jr. Day - January 18, 2021  
Presidents' Day - February 15, 2021  
Memorial Day - May 31, 2021

### **Section 5. Notices, Demands, and Communications**

- A. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed effective as the date of mailing.

- B. Such notices, demands, or communications shall be addressed as set forth below:

1. For the Contractor:

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

2. For the Subcontractor:

Lordwin Dsouza  
Catering Systems, Inc.  
2512 East Fender Avenue, Suite E  
Fullerton, California 92831  
(310) 619-1218

- C. 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 6. Audit Records and Bonding**

- A. The Subcontractor shall maintain financial records and reports related to funds received under this Agreement.
- B. The Subcontractor shall maintain books, records, documents, and other accounting procedures and practices, which reflect all costs of any nature, including cost of raw food and labor costs, expended in the performance of this Agreement.
- C. These records shall be subject to audit or inspection by duly authorized County, State, or Federal personnel.
- D. The Subcontractor shall maintain all books, records, and other documents relative to this Agreement for three (3) years after final payment or audit by the United States Department of Health and Human Services, the California Department of Aging, and County for five years if no audit occurred.
- E. The Subcontractor shall provide to the Contractor, on an annual fiscal year basis, a statement that all persons handling funds received or disbursed by this Agreement are covered by Fidelity Insurance.
- F. The Subcontractor shall provide, on an annual basis, an official copy of the Certified Public Accountant audit, which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for and use of contract funds. All records of the Subcontractor bearing upon food purchases, storage, and food preparation directly related to said program under this Agreement shall be made available to the Contractor upon request.
- G. The Subcontractor shall furnish reports as required by the Contractor, County, California Department of Aging, and the U.S. Administration on Aging.
- H. Subcontractors shall use standardized recipes which meet Hazard Analysis requirements and which shall be available to Contractor and County.
- I. The Subcontractor shall supply raw food and labor costs to the Contractor as needed.

- J. The Subcontractor shall permit periodic monitoring of contracted activities by Contractor, Centralized Dietary Services, County, State, or Federal personnel.

### **Section 7. 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 8. 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, Orange County Inspection Reports, 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 9. 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 10. Independent Contractor Status of the Subcontractor**

Subcontractor is and shall at all times remain as to the Contractor and County a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Subcontractor shall at all times be under Subcontractor's exclusive direction and control and shall not be construed to be employees of Contractor or County for any purpose, including eligibility under Public Employees Retirement Law. Neither Contractor nor County nor any of their respective officers, employees, or agents shall have control over the conduct of Subcontractor or any of Subcontractor's officers, employees, or agents, except as set forth in this Agreement.

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

The Contractor and the Subcontractor agree that all conditions set forth in the Agreement, including Addendum and 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 13. Discrimination Prohibited**

- A. The Subcontractor shall not discriminate against any employee or person served on account of race, color, sex, religious background, ancestry, national origin, or disability in its performance of this contract and hereby agrees to comply with all Federal, State, and County laws or regulations pertaining hereto including the Americans With Disabilities Act and applicable Civil Rights Acts.
- B. It is expressly understood that upon receipt of evidence of such discrimination, the Contractor shall have the right to terminate said contract.
- C. Affirmative Action: A written affirmative action plan, embodying both (1) goals and timetables of minority manpower utilization; and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carry out such steps, is to be included.

### **Section 14. 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 Subcontractor shall defend any suit against the Contractor and County alleging personal injury, sickness, or disease arising out of meals served at the project sites (or home delivered) provided food is served one hour after delivery (or eaten immediately after home delivery). This indemnification provision shall apply regardless of the existence or degree of fault of the indemnified parties. Subcontractor's indemnification obligation applies to the Contractor's an County's active as well as passive negligence, but does not apply to the Contractor or County's sole negligence or willful misconduct.



- 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. The Subcontractor shall promptly notify the Contractor in writing of any claims against the Contractor or 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 and County, 686 East Mill Street, San Bernardino, California 92415.
  
- H. In the event any new or additional meal locations are started, the insurance carrier shall name all new or additional sites as insured under the policy.
  
- I. 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 15. Compliance with Statutes and Regulations**

- A. In the performance of this Agreement, the Subcontractor shall obey all laws of the United States, the State of California, and all County and local ordinances, regulations, policies, codes, and provisions .
- B. The Subcontractor shall conform to the nutrition requirements under Title III-C of the Older Americans Act of 1965, as amended, including providing the minimum Title III-C requirement per person of one third of the Recommended Daily Dietary Allowance (RDA).
- C. The Subcontractor shall comply with the California Uniform Retail Food Facilities Law (CURFFL), the Hazard Analysis (HACCP) requirements and San Bernardino County Department of Aging and Adult Services Policy and Procedures for Senior Nutrition Sites.

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

Subcontractor is responsible for paying when due all Federal, State, and local taxes, including estimated taxes, incurred as a result of the compensation paid by Contractor to Subcontractor for services under this Agreement. On request, Subcontractor will provide Contractor with proof of timely payment. Subcontractor agrees to indemnify, defend, and hold harmless Contractor for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Subcontractor's failure to comply with this provision. In addition, in the event Contractor is required to respond to a request from any State or Federal taxing agency as a result of Subcontractor's failure to comply with this provision, Subcontractor shall pay to Contractor the sum of \$300.00 for each occasion Contractor is required to so respond.

## **Section 17. 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 18. Negotiation of 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 Director of the Area Agency on Aging or his designee to render a decision. Said decision will be binding upon the Contractor and the Subcontractor.

## **Section 19. 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 20. Fair Labor Standards Compliance**

Subcontractor agrees to indemnify, defend, and hold harmless the County of San Bernardino and the Contractor, their respective 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 21. Citizenship Laws**

Subcontractor warrants its full compliance with all laws regarding employment of aliens and others and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal Immigration Reform and Control Act of 1986. Subcontractor shall obtain from all covered employees services hereunder all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Subcontractor shall retain such documentation for all covered employees for the period prescribed by law. Subcontractor shall indemnify, defend, and hold harmless the County and Contractor, their respective officers, agents and employees from employer sanctions and any other liability which may be assessed against either Subcontractor, Contractor, or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

## **Section 22. Subcontractor Staffing Requirements**

To assure that meals are prepared in a safe, sanitary environment in compliance with the California Health and Safety Code, the San Bernardino County Department of Aging and Adult Services Policies and Procedures, and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's degree in Nutrition/Dietetics with an institutional food service management emphasis from an accredited college or university for supervision of the food services operation within the catering company and/or central kitchen. The Dietitian shall be both qualified as specified in sections 2585 and 2586, Business and Professions Code, and registered by the Commission on Dietetic Registration.

**or**

The Subcontractor shall hire a qualified Food Service Manager who possesses a Bachelor of Science degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years' professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the four-year degree requirements. The Subcontractor must submit to the Contractor the registration identification number and expiration date of Registered Dietitian along with complete verifiable résumés of the Registered Dietitian or Food Service Manager for County's approval.

The County may, at its sole discretion, waive this requirement or, for repeated deficiencies of noncompliance, require the Subcontractor to fill both positions and/or to expand the required positions to full-time positions.

### **Section 23. 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 24. Complete Agreement**

This Agreement, Addendum, Appendices, if applicable, 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:**

**CATERING SYSTEMS, INC.**

**Contractor:**

**CITY OF MONTCLAIR**

\_\_\_\_\_  
**Rosanna Rojas, President**

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

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

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

ATTEST:

\_\_\_\_\_  
**Rosanna Rojas, Secretary**

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

ATTEST:

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

APPROVED AS TO FORM:

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

## ADDENDUM

### OTHER REQUIREMENTS (Contractor's Option)

"Penalties for discrimination in employment - Any contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practice Act or similar provisions of federal law or executive order in the performance of any contract with the City, thereby shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$25 for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section."

"Penalties for violation of affirmative action provisions - Any contractor who shall be found in violation of the agreement to pursue an affirmative course of action, or in violation of any provision of the affirmative action guidelines pertaining to the contract, shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$250 for each calendar day during which the contractor is found to have been in noncompliance, damages for said breach of contract, or both."

# ATTACHMENT 1

## FOOD SERVICE SPECIFICATIONS

### BETWEEN THE CITY OF MONTCLAIR AND CATERING SYSTEMS INC.

#### STATEMENT OF WORK AND SCHEDULE

During the time of performance as set forth herein, the Subcontractor shall furnish all food, labor, and equipment necessary to prepare and deliver individual meals and/or bulk food for persons 60 years of age and older in compliance with the Title III Congregate and Home-Delivered Nutrition standards as described in Federal, State, and County regulatory statutes and the California Health and Safety Codes, more specifically, the California Uniform Retail Food Facilities Law (CURFFL) as amended January 1, 1996, the Older Americans Act (OAA), Amendment of 1992, and the San Bernardino County Department of Aging and Adult Services (County).

To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the DAAS Policies and Procedures and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's Degree in Nutrition/Dietetic with an institutional food service management emphasis from an accredited college or university, for supervision of the food services operation within the catering company and/or central kitchen.

The Subcontractor shall hire a qualified Food Service Manager who possess a BS degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the 4 year degree requirements.

The Subcontractor must submit, to the Contractor, the registration identification number and expiration date of the Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager for the County's DAAS approval.

The County may, at its sole discretion, waive this requirement or for repeated deficiencies of non-compliance, require the Subcontractor to fill both positions, and/or to expand the required positions to full time positions.

A. Number of Meals

The estimated number of meals required per day is between 60 and 90, Monday through Friday. The maximum requirement is outlined below.

	<i>Total Maximum Annual Meals</i>	<i>Catered Cost of Meal</i>
Monday through Friday	90	\$5.40
Saturday	N/A	
Sunday	N/A	
Box lunches	N/A	
Breakfast	N/A	
Frozen meals	N/A	
Other food items	N/A	
<b>Total Max Annual Meals</b>	<b>22,680</b>	<b>\$122,472.00</b>

B. Delivery

1. The meals shall be delivered as follows:

<i>Meal Location</i>	<i>Approx. Number of Meals</i>	<i>Time Food Preparation Completed</i>	<i>Time Food Leaves Kitchen</i>	<i>Time Food Arrives at Site</i>
Montclair Senior Center 5111 Benito Street Montclair, California	60-90	10:00 a.m.	10:30 a.m.	11:00 a.m.

2. The Contractor reserves the right to add or delete meal sites or designate alternate meal locations, as appropriate, subject to approval by County.
3. The Contractor may change the days and time of delivery and service by giving the Subcontractor seven (7) days notice.
4. The Contractor may change the number of meals to be delivered to any of the meal locations by notifying the Subcontractor by 10:00 a.m. the day prior to delivery.
5. The Subcontractor shall deliver the meals no more than 60 minutes prior to or 30 minutes after the agreed upon serving time.



6. Box lunch delivery time may be as early as 9:00 a.m. as long as appropriate holding facilities are available for perishable food items and meals are transported under appropriate packing, heating and cooling temperature requirements.
7. The Contractor reserves the right to require Subcontractor to deliver food on all holidays that food service is needed.
8. The contractor shall serve foods for congregate meals; within two (2) hours after food preparation has been completed.

C. Delivery Service Specifications

1. Meals are to be delivered in (bulk/individual) prepackaged servings.
2. The Subcontractor shall supply the following food service items.

<i>Item</i>	<i>Specifications</i>
Rectangular disposable plates	Five compartment
Disposable bowls	Eight-ounce soup bowls
Disposable flatware	Bulk or pre-packaged, good quality
Napkins	Good quality
Table coverings	Paper placemats
Disposable cups	Eight-ounce cups for bulk milk
Other	Straws, plastic gloves, boxes, or bags as needed for box lunches

3. The Subcontractor shall provide all serving trays and utensils, warming, refrigerating and freezing equipment, where necessary, for the maintenance of proper temperatures as specified herein, and shall provide servicing of the equipment and/or replacement (depending on needs of Project).
4. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or infestation. All hot foods should be packaged individually or in bulk containers to ensure a minimum delivery temperature of 145° F. All cold foods must be packaged to ensure a maximum delivery temperature of 40° F. All foods intended to be delivered frozen shall be packaged to maintain a hard frozen state until such food reaches point of delivery.

Temperature of bulk and home-delivered meals must be taken daily at the end of production/packaging and on delivery at the nutrition site by the Subcontractor and Contractor. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packing.

Daily written documentation of temperature logging/monitoring must be kept by Subcontractor and will be subject to audit by the centralized dietary services and the County nutritionist.

The sites shall be assumed correct on shortages unless the caterer proves them wrong. All calls regarding shortages and food replacement will be communicated by the Contractors office.

5. Meals must be delivered in refrigerated trucks and/or approved for bulk-insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.
6. Food and supplies must be packed and handled in a sanitary manner to assure absence of contamination and spillage.
7. The program may require replacement of any cold food that is received on site at above 45 F and any hot food that falls below 140 F.
8. Food shortages and/or spoiled foods that are reported to the caterer by agree time of delivery must be replaced or the enclosed deduction schedule will be utilized.
9. Packing of food for delivery to the sites will be negotiated as mutually acceptable to the Contractor and Subcontractor. Sites may differ on packaging of some items due to available site equipment and time/distance.
10. The Subcontractor shall be responsible for cleaning and care of equipment returned to his facility each day.
11. The Subcontractor shall place food in areas designated by meal location managers.
12. Food shall be transported no longer than 60 minutes after packaging.
13. Food shall be kept in heat retaining equipment no longer than **60 minutes** prior to serving.
14. Each delivery shall be accompanied by a delivery slip, in triplicate, designating number of meals and supplies delivered. Project Director or designated person will sign receipt, if in order, and one copy shall be left with the Project Director.
15. Instructions shall be attached to each food product delivered indicating name of meal location, number of servings, size of servings, and size of utensil to be used in serving.
16. Cake, cornbread, and casserole dishes, i.e. meatloaf, lasagna, tuna noodle casserole shall be pre-scored by the Subcontractor for the appropriate number of servings.

17. All Subcontractor delivery equipment shall be removed from the meal location by the next service day. Contractor is not responsible after this time.
18. The Subcontractor shall provide a back-up delivery system in the event of vehicle breakdown.
19. Electrical items required to be provided herein shall have the UNDER-RITERS LABORATORY approval and meet all current OSHA and COSHA laws and regulations. Subcontractor shall provide Contractor with a current copy of the health certificate and any corrected deficiencies with bid. To ensure that all regulations are followed, the Subcontractor must have a qualified food service manager or part-time registered dietitian (20 hours per week) or staff who will assure that meals are prepared in a safe and sanitary condition throughout the meal service operation.
20. Authorized representatives of the Contractor, County, centralized dietary services, State, and Federal shall have the right to inspect food preparation, storage, and packaging sites during the term of the contract.

D. Meal Standards

1. A Chemical analysis of any food delivered by the Subcontractor may be requested by the Contractor or County at any time. The Subcontractor agrees to cooperate in having the analysis done. If the analysis discloses that the food does not comply with required meal specifications, the Subcontractor shall be liable for the cost of this analysis and meals served to seniors out of compliance.
2. The Subcontractor shall be liable for meals that do not meet the nutritional standards and requirements, are spoiled or unwholesome at time of delivery, are incomplete or insufficient in number ordered, or are delivered after the time specified by the Contractor. In the event the Subcontractor fails to deliver complete meals, other foods, or supplies as agreed upon, the Contractor may provide a substitute meal with emergency meals of supplies purchased from other places and charge the cost of the purchased meal to the Subcontractor. The replacement cost shall not exceed **100** percent of the contract catered meal cost.
3. If any portion of a meal other than the entree is delivered in an unacceptable condition, such as incorrect temperature (potentially hazardous)\* less than contracted portion, spoiled or too late, the Subcontractor shall be liable for the cost of that portion. If the entree is unacceptable, the Subcontractor shall be liable for the cost of the entire meal. In order to ensure conformance to the above, the delivery driver shall remain at the site until the food is checked by the location manager. All shortages shall be noted on delivery slip for proper crediting.

E. Menu Requirements

1. All menus shall comply with Title III-C meal pattern requirements.
2. A **six-week** cycle menu shall be used that is written once yearly.
3. The Contractor has the responsibility for menu writing with input from the Project Council and Subcontractor. The menu shall be approved by the centralized dietary services dietitian.
4. The Contractor is responsible for typing and duplicating the menu.
5. All menus must be signed by the Project Director, Project Council Chairman or designee, the centralized dietary services dietitian, and certified by the County nutritionist prior to the start of the menu cycle.
6. The Project Director or centralized dietary services dietitian shall submit all menu substitutions by the Subcontractor at least 2 days prior to the serving date. The subcontractor may, however, in an emergency make menu substitutions on verbal approval of the Project Director or centralized dietary services dietitian, with a written notice to follow for documentation.
7. Provisions shall be made by the Subcontractor to provide in-service training regarding food sanitation and safety for their food service staff. Documentation of such training shall be submitted to the Contractor. County may require the Contractor, based upon major finding of non-compliance items in food and safety, to provide additional food service training.

\*See definition of Potentially Hazardous Food, DAAS Contract Management for Service Providers.

**F. Meal Pattern Specifications**

1. All food must be of the highest quality standard and conform to USDA requirements. It must be prepared in a manner to preserve optimum flavor and appearance while retaining nutrients and food value. Special consideration should be given to tenderness of meat because of the age of our participants. The Subcontractor is responsible for assuring its high quality before it is sent to the meal sites.

**Title III - Meal Pattern:**

Meat or meat alternatives	A minimum of 15 g protein per meal required. Specification for all processed preformed meat must be approved by the County nutritionist before adding to menu. Two-and one-half-ounce edible portion of meat/meat alternate in casserole dishes.
---------------------------	--

Vegetable/Fruits	Two half cup servings each per meal (exclusive of dessert).
Juice*	One-half cup Vitamin C fortification required to satisfy Vitamin C requirement.
Starch or alternate	One slice bread or one-half cup serving cooked starch, such as rice, pasta, etc. Selections made from whole grains are preferred.
Fortified margarine or butter	One teaspoon.
Dessert*	One-half (1/2) cup portions or fresh fruit equivalent. Limit of 1 dessert high in sugar, refined grains, or saturated fat per week.
Milk or milk product	Eight-fluid-ounce serving or calcium equivalent. Liquid milk served must be 1% fat, nonfat, or buttermilk.

- (a) In the preparation of all meals, the Subcontractor shall use a minimum of simple sugars. Each meal shall not exceed 1000 milligrams of sodium and shall be low in fat (standard is no more than 30 percent or less of total calories). Limit of 2 high-sodium meals served in any week.
- (b) Subcontractor shall provide all condiments that are normally served with specific menus including, but not limited to, salt; pepper; salad dressing; tartar sauce; mustard; catsup; cream; sugar; and garnishes, such as lemon slices and parsley (as agreed upon). A low-sodium salad dressing choice shall be offered and used in sodium and other nutrient calculations for menus with green salads.
- (c) Ground beef may be used no more often than twice a week and must be in solid form such as meat loaf or Salisbury steak for one of the servings. The fat content cannot exceed 15 percent.
- (d) Textured vegetable protein may be used at no greater amount than 30 percent of the total protein.
- (e) Meat alternates (dried beans, peas, lentils, nuts, nut butters) shall not be served more often than one time per week.
- (f) Desserts, such as fruits or high-nutrient density desserts shall be served throughout the week in one-half (1/2) cup portions. High-calorie desserts, such as plain gelatin desserts, cakes, pies, cookies, and similar foods, shall also be included but are to be limited to once per week. Milk-based dessert may be served once per week. A

dessert consisting of 50 percent fruit (fruited Jell-O, etc.) may be served once a week.

- (g) Different fruits will be served once per meal. Whole fresh fruit in season shall be served at least once during each week. Canned fruit will be water packed or packed in its own juice.

2. Minimum grades for all foods shall be as follows:

- (a) Beef: USDA Grade A choice
- (b) Pork: USDA Number 1 (as defined in S R.A., No. 171, U.S. Standards and Grades of Pork Carcasses)
- (c) Lamb: USDA choice
- (d) Poultry: USDA Grade A to be used for all fresh or frozen poultry products. Necks, backs, and wings alone shall not be used prior approval of the Project Director or project designee. Reconstructed roll products are not acceptable (optional).
- (e) Variety meats: Grade No. 1 from USDA Government-inspected plants.
- (f) Dairy products: Following is to be used as minimum specifications for all graded dairy products:
  - (1) Eggs, fresh USDA or State Graded A
  - (2) Cheese, USDA Grade A non-processed cheese
  - (3) Milk, low fat, shall be available
- (g) Fish and seafood must be fresh or frozen and be a nationally distributed brand packed under continuous inspection of the U.S. Department of Interior.
- (h) Canned fruits and juices: USDA Grade A (Fancy) and Grade B (Choice) are to be used for all graded fruits and fruit juices. Grade C (Standard) may be used for pie and cobbler products only.
- (i) Fresh fruits: USDA Fancy to USDA No. 1 to be used for all graded fresh fruits as a minimum standard.
- (j) Fresh vegetables: USDA Fancy and No. 1 to be used for all graded fresh vegetables as a minimum standard.
- (k) Frozen fruits and vegetables: USDA Grade A is to be used for all graded frozen fruits and vegetables as a minimum standard.

### 3. Meal Component/Nutrient Analysis

- (a) A meal component /nutrient analysis of the entire menu cycle conducted and/or approved by a Registered Dietitian shall be completed in compliance with OAA, Section 339, and California Regulations, Title 22, Division 1.8, Chapter 4, Article 5, Section 7638.5.

#### Computerized Nutrient Analysis Requirements:

Although not required, use of computerized nutrient analysis is strongly recommended and will help ensure and verify the nutritional adequacy of meals. The goal of assessing nutrient intakes of groups is to determine the prevalence of inadequate or excessive nutrient intakes within a particular group of individuals. While meal patterns serve as a basic framework for menu planning, providers are encouraged to use computerized nutrient analysis because it provides specific information on nutrients the menu may **not** be providing. The information that a menu is not supplying all of the desired nutrients will guide the development of future menus. As required menu elements are expanded, it is more difficult to meet all of the requirements on a daily basis. Nutrition programs for the elderly should focus on:

- Vitamin A
- Vitamin C
- Protein
- Fat
- Sodium
- Fiber

Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions and nutrition education.

The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; Vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, B12; calcium, chromium, copper, iron, magnesium, sodium, and zinc. In addition to meeting one third of the Dietary Reference Intakes, the menus should also follow the Dietary Guidelines for Americans.

- (b) Menu cycle shall be analyzed on a regular basis and documentation maintained for County review.

G. Supplies Specification Procedures

The Subcontractor shall provide disposable table service based upon the supplies specification included. These supplies shall be ordered and delivered weekly at each site. A minimum of one week's supply on hand at all times. The Contractor shall supply order forms and monitor supply usage.

The Subcontractor shall furnish, as part of supplies, the cleaning and other miscellaneous supplies (see Supplies Specification Sheet). These supplies will be ordered as needed. The Contractor shall supply order forms and monitor supply usage. (This is subject to negotiation.)

**EVALUATION OF SUBCONTRACTOR**

The Contractor and centralized dietary services dietitian shall evaluate the Subcontractor's performance to determine if the Agreement is in compliance in meeting requirements. All evaluations must be sent to the County nutritionist.

**RECEIPTS AND INVOICES PROCEDURES**

- A. The Subcontractor shall issue daily delivery receipts to each site.
- B. After the close of each week, the Subcontractor will furnish to the program an invoice of meals ordered by the program, the previous week. The Contractor will pay such invoices for the prior week within 30 days after receipt of same invoice or as agreed between the Contractor and Subcontractor.

**DEDUCTION PROCEDURE**

- A. The Subcontractor shall deliver meals that meet Title III-C menu regulations. If the Subcontractor fails to deliver all menu items or appropriate substitute items and/or the program rejects food, the Subcontractor shall be reimbursed as outlined in Section 4, "Meal Standards."





# CITY COUNCIL AGENDA REPORT

---

---

**DATE:** JUNE 15, 2020

**FILE I.D.:** PDT175/SCH125/350/500/  
600/650

**SECTION:** CONSENT - AGREEMENTS

**DEPT.:** POLICE

**ITEM NO.:** 2

**PREPARER:** B. VENTURA

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 20-51 WITH CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT AND AGREEMENT NO. 20-52 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT FOR SPECIALIZED LAW ENFORCEMENT SERVICES DURING FISCAL YEAR 2020-21

---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 20-51 with Chaffey Joint Union High School District (CJUHSD) for one dedicated Safe School Zone Officer for assignment at Montclair High School and Agreement No. 20-52 with Ontario-Montclair School District (OMSD) for one dedicated Safe School Zone Officer for assignment at Vernon and Serrano Middle Schools.

Copies of proposed Agreement Nos. 20-51 and 20-52 are attached for the City Council's review and consideration.

**BACKGROUND:** The City currently has agreements with both CJUHSD and OMSD for Safe School Zone/School Resource Officers (SRO). Pursuant to the terms of Agreement No. 20-51, CJUHSD would pay \$109,512 toward the cost of a SRO. Pursuant to the terms of Agreement No. 20-52, OMSD would pay \$101,088 toward the cost of a SRO. The increase in cost for CJUHSD is due to the district's request for additional coverage during summer school hours. The Police Department would be obligated to provide a presence of one SRO for the high school and both middle schools for eight hours each school day.

**FISCAL IMPACT:** CJUHSD would pay \$109,512 and OMSD would pay \$101,088 toward the salaries of SROs beginning July 1, 2020, through the remainder of Fiscal Year 2020-21, should this item be approved.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 20-51 with CJUHSD and Agreement No. 20-52 with OMSD for specialized law enforcement services during Fiscal Year 2020-21.

**AGREEMENT  
FOR SPECIALIZED LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into this 1st day of July, 2020 by and between the City of Montclair (hereinafter referred to as CITY) and the Chaffey Joint Union High School District (hereinafter referred to as DISTRICT), both of whom understand as follows:

**WITNESSETH**

WHEREAS, the following services are to be performed subject to the conditions hereinafter set forth:

NOW, THEREFORE in consideration of these services and mutual conditions hereinafter provided, the parties hereto agree as follows:

- A. Beginning with the school year through the end of the school year 2021, the CITY will perform specialized law enforcement services for the DISTRICT at and about the campus of Montclair High School. It is understood that these services are to be provided, to the extent possible, on regularly scheduled school days between 7:00 a.m. and 3:00 p.m., and during mutually agreed upon “in-service” or familiarization periods.
  - 1. It is acknowledged that the provision of services may be interrupted by the normal working conditions experienced by law enforcement agencies, which include, but are not limited to: employee illness, court appearances, training requirements, prisoner transportation, emergency circumstances taxing on other departmental resources, etc. Should the interruption of services, for any reason, extend beyond two successive days, the CITY shall meet its obligation through the assignment of an alternate sworn employee.
  
- B. This Agreement will allow the CITY, through its Police Department, to provide the following specialized law enforcement services to the DISTRICT:
  - 1. One Sworn Community Oriented Officer, known as a Safe School Zone Officer, shall, through random patrol and their on-campus presence, strive to maintain a crime-free zone on and around each school campus.
  - 2. Through the Safe School Zone Officer, provide a consistent and timely response to calls for assistance from the high school or concerning students from the high school.
  - 3. Through the Safe School Zone Officer, provide a consistent liaison for the high school administration on law enforcement matters.

4. Through the Safe School Zone Officer, provide resources and materials necessary for classroom presentations on law enforcement matters.
  5. Through the Safe School Zone Officer, maintain a physical presence on campus during the hours of approximately 7:00 a.m. and 3:00 p.m. on each school day subject to possible interruptions as described in paragraph A(1) above. While on campus, the role of the officer is to:
    - a. Act as a positive role model for students.
    - b. Facilitate a positive and interactive student/law enforcement relationship.
    - c. Maintain a proactive stance toward crime prevention and order maintenance.
    - d. Act as first responder to criminal conduct or order maintenance issues occurring on or about the high school campus.
    - e. Within the confines of the law, act as information resource for school administrators on matters of mutual concern.
- C. In addition to the above, beginning with the summer session of 2021, the Safe School Zone Officer will provide services to the high school, adjusting the hours to the school schedule.
1. One Safe School Zone Officer will maintain a physical presence on campus each day during the regularly scheduled school hours.
- D. In consideration for providing these services, the DISTRICT will pay to the CITY a total of \$109,512 invoiced in two equal \$54,756 amounts; the first during November 2020, and the second due in May 2021.
- E. It is understood by both parties that the Safe School Zone Officer or other CITY officers providing this service shall remain CITY's employee at all times. As such, the CITY shall be responsible for all employment costs, supervision, control, and assignment of said officers.
- F. This Agreement is not assignable, either in whole or in part, by DISTRICT without the prior written consent of the CITY. The laws of the State of California shall govern the rights, obligation, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of the Agreement, if in dispute.
- G. If the DISTRICT in its reasonable discretion is dissatisfied with a School Zone Officer, the CITY shall assign a different School Zone Officer.
- H. The School Zone Officer shall defer to the Principal in all school discipline issues, except those that place students, faculty and staff at risk of harm.

- I. It will be the responsibility of the School Zone Officer to report all crimes originating on campus.
- J. The School Zone Officer shall share information with the principal about persons and conditions that pertain to campus safety concerns.
- K. The School Zone Officer shall coordinate all of his or her activities with the principal and staff members concerned and will seek permission, guidance and advice prior to enacting any programs within the school.
- L. CITY shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner performance of the services or those engaged to perform services under this Agreement. CITY shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the services.
- M. CITY is, and shall at all times be deemed to be, an independent contractor and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

#### TERMINATION OR MODIFICATION OF AGREEMENT

This Agreement shall end on June 30, 2021, unless extended by both the CITY and DISTRICT. The CITY or DISTRICT may terminate all or any portion of this Agreement at any time upon providing a thirty (30) day written notice delivered to the addresses below. In the event the Agreement is terminated by either party prior to June 30, 2021, DISTRICT shall pro-rate its final payment for services rendered at \$9,126 per month.

CITY: City of Montclair  
5111 Benito Street  
Montclair, California 91763

DISTRICT: Chaffey Joint Union High School District  
211 West Fifth Street  
Ontario, California 91762

**INDEMNIFICATION**

DISTRICT shall defend, indemnify and hold harmless the CITY, its elective and appointive boards, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, in any manner arising out of any negligent or intentional or willful acts or omissions of DISTRICT under this Agreement.

CITY shall defend, indemnify and hold harmless the DISTRICT, its elective and appointive boards, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, in any manner arising out of any negligent or intentional or willful acts or omissions of CITY under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

**CITY OF MONTCLAIR**

---

Javier John Dutrey,  
Mayor

ATTEST:

---

Andrea M. Phillips,  
City Clerk

**CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT**

---

Dr. Kern Oduro,  
Assistant Superintendent of Personnel

**AGREEMENT  
FOR SPECIALIZED LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into this   1   day of   July  , 2020 by and between the City of Montclair (hereinafter referred to as CITY) and the Ontario-Montclair School District (hereinafter referred to as DISTRICT), as follows:

**WITNESSETH**

WHEREAS, the following services are to be performed subject to the conditions hereinafter set forth:

NOW, THEREFORE in consideration of these services and mutual conditions hereinafter provided, the parties hereto agree as follows:

- A. Beginning with the school year through the end of the school year 2021, the CITY will perform specialized law enforcement services for the DISTRICT at and about the campuses of Serrano Middle School and Vernon Middle School. It is understood that these services are to be provided, to the extent possible, on regularly scheduled school days between 7:00 a.m. and 3:00 p.m., and during mutually agreed upon “in-service” or familiarization periods.
  - 1. It is acknowledged that the provision of services may be interrupted by the normal working conditions experienced by law enforcement agencies, which include, but are not limited to: employee illness, court appearances, training requirements, prisoner transportation, emergency circumstances taxing on other departmental resources, etc. Should the interruption of services, for any reason, extend beyond two successive days, the CITY shall meet its obligation through the assignment of an alternate sworn employee.
  
- B. This Agreement will allow the CITY, through its Police Department, to provide the following specialized law enforcement services to the DISTRICT:
  - 1. One Sworn Community Oriented Officer, known as a Safe School Zone Officer, shall, through random patrol and their on-campus presence, strive to maintain a crime-free zone on and around each middle school campus.
  - 2. Through the Safe School Zone Officer, provide a consistent and timely response to calls for assistance from the middle schools or concerning students from the middle schools.
  - 3. Through the Safe School Zone Officer, provide a consistent liaison for the middle schools administration on law enforcement matters.
  - 4. Through the Safe School Zone Officer, provide resources and materials necessary for classroom presentations on law enforcement matters.

5. Through the Safe School Zone Officer, maintain a physical presence on both campuses during the hours of approximately 7:00 a.m. and 3:00 p.m. on each school day subject to possible interruptions as described in paragraph A(1) above. While on campus, the role of the officer is to:
  - a. Act as a positive role model for students.
  - b. Facilitate a positive and interactive student/law enforcement relationship.
  - c. Maintain a proactive stance toward crime prevention and order maintenance.
  - d. Act as first responder to criminal conduct or order maintenance issues occurring on or about the middle school campuses.
  - e. Within the confines of the law, act as information resource for school administrators on matters of mutual concern.
- C. At the request of the DISTRICT, the Safe School Zone Officer will not provide services to the middle schools during the summer session of 2021.
- D. In consideration for providing these services, the DISTRICT will pay to the CITY a total of \$101,088 invoiced in two equal amounts of \$50,544 each; the first payment is due during November 2020, and the second payment is due in May 2021.
- E. It is understood by both parties that the Safe School Zone Officer or other CITY police officers providing this service shall remain CITY's employee(s) at all times. As such, the CITY shall be responsible for all employment costs, supervision, control, and assignment of said officers.
- F. This Agreement is not assignable, either in whole or in part, by the DISTRICT without the prior written consent of the CITY. The laws of the State of California shall govern the rights, obligation, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of the Agreement, if in dispute.
- G. If the DISTRICT in its reasonable discretion is dissatisfied with a School Zone Officer, the CITY shall assign a different School Zone Officer.
- H. The School Zone Officer shall defer to the Principal in all school discipline issues, except those that place students, faculty and staff at risk of harm.
- I. It will be the responsibility of the School Zone Officer to report all crimes originating on campus.
- J. The School Zone Officer shall share information with the principal about persons and conditions that pertain to campus safety concerns.

- K. The School Zone Officer shall coordinate all of his or her activities with the principal and staff members concerned and will seek permission, guidance and advice prior to enacting any programs within the school.
- L. CITY shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner performance of the services or those engaged to perform services under this Agreement. CITY shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the services.
- M. CITY is, and shall at all times be deemed to be, an independent contractor and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

#### TERMINATION OR MODIFICATION OF AGREEMENT

This Agreement shall end on June 30, 2021, unless extended by both the CITY and DISTRICT as agreed in writing. The CITY or DISTRICT may terminate all or any portion of this Agreement at any time upon providing a thirty (30) day written notice delivered to the addresses below. In the event the Agreement is terminated by either party prior to June 30, 2021, DISTRICT shall pro-rate its final payment for services rendered at \$8,424 per month.

#### NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by personal service or by mail addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

CITY: City of Montclair  
5111 Benito Street  
Montclair, California 91763

DISTRICT: Ontario-Montclair School District  
950 West D Street  
Ontario, California 91762



**INDEMNIFICATION**

DISTRICT shall defend, indemnify and hold harmless the CITY, its elective and appointive boards, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, in any manner arising out of any negligent or intentional or willful acts or omissions of DISTRICT under this Agreement.

CITY shall defend, indemnify and hold harmless the DISTRICT, its elective and appointive boards, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, in any manner arising out of any negligent or intentional or willful acts or omissions of CITY under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

**CITY OF MONTCLAIR**

---

Javier John Dutrey,  
Mayor

ATTEST:

---

Andrea M. Phillips,  
City Clerk

**ONTARIO-MONTCLAIR SCHOOL DISTRICT**

---

Phil Hillman,  
Chief Business Official



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	COC050
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	ECONOMIC DEV.
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	T. MARTIN
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 20-53 WITH THE MONTCLAIR CHAMBER OF COMMERCE TO PROVIDE SERVICES TO PROMOTE LOCAL ECONOMIC DEVELOPMENT		

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 20-53 with the Montclair Chamber of Commerce to provide services to strengthen and enhance local economic development activities.

A copy of Agreement No. 20-53 is attached for the City Council's review and consideration.

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

Agreement No. 20-53 would provide funding to the Montclair Chamber of Commerce, a partner agency, for the following services to support economic development in the City of Montclair:

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

The term of Agreement No. 20-53 is July 1, 2020 through June 30, 2021.

**FISCAL IMPACT:** If approved by the City Council, the Montclair Chamber of Commerce would receive \$15,000 annually payable in equal quarterly payments of \$3,750. This amount was included in the proposed City Budget in the Economic Development Fund for Fiscal Year 2020-21.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 20-53 with the Montclair Chamber of Commerce to provide services to promote local economic development.

## AGREEMENT NO. 20-53

CITY OF MONTCLAIR  
5111 BENITO STREET  
MONTCLAIR, CALIFORNIA 91763

### ECONOMIC DEVELOPMENT AGREEMENT

**THIS ECONOMIC DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into this 1st day of July, 2020, by the City of Montclair, hereinafter referred to as the "CITY," and the Montclair Chamber of Commerce, hereinafter referred to as the "CHAMBER."

#### 1. Recitals

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

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

#### 2. Agreement

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

#### ARTICLE 1 – RECITALS

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

#### ARTICLE 2 – SERVICES

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

- a. Employ a President/CEO who is an economic development professional with the requisite knowledge, skills, expertise necessary to lead the economic development efforts.
- b. Advise private business concerns located within the **CITY**, existing business and the business community of the available opportunities within the **CITY** and within its utilities service area of which they may take advantage and counsel them regarding their suitability to participate in available county, state, and federal economic development programs and grants.

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

### **ARTICLE 3 – PLACE OF WORK**

It is understood that the **CHAMBER** will administer services largely at 8880 Benson Avenue, Suite 110, Montclair, California 91763; although the **CHAMBER** will, on request, come to City Hall or such other places as designated by the **CITY** to meet with **CITY's** representatives.

### **ARTICLE 4 – PAYMENT**

The **CITY** will pay the **CHAMBER** the total sum of \$15,000 annually payable in equal quarterly payments of \$3,750 on or before the 30th day of the beginning of each quarter.

**ARTICLE 5 – REPORTING**

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

**ARTICLE 6 – RELATIONSHIP OF PARTIES**

- a. The **CHAMBER** is an independent entity and not a department, agency or subdivision of the **CITY**. The **CITY** and the **CHAMBER** are two separate and autonomous entities.
- b. **CHAMBER** is and shall at all times remain as to the **CITY** a wholly independent contractor. The personnel performing the services under this Agreement on behalf of **CHAMBER** shall at all times be under **CHAMBER's** exclusive direction and control and shall not be construed to be employees of **CITY** for any purpose, including eligibility under Public Employees Retirement Law. Neither **CITY** nor any of its officers, employees, or agents shall have control over the conduct of **CHAMBER** or any of **CHAMBER's** officers, employees, or agents, except as set forth in this Agreement. **CHAMBER** shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the **CITY**. **CHAMBER** shall not incur or have the power to incur any debt, obligation, or liability whatever against **CITY**, or bind **CITY** in any manner. No employee benefits shall be available to **CHAMBER** in connection with the performance of this Agreement. Except for the fees paid to **CHAMBER** as provided in the Agreement **CITY** shall not pay salaries, wages, or other compensation to **CHAMBER** for performing services hereunder for **CITY**. **CITY** shall not be liable for compensation or indemnification to **CHAMBER** for injury or sickness arising out of performing services hereunder.
- c. The **CITY** and the **CHAMBER** acknowledge that this Agreement is not a delegation of any public function of the **CITY** and that neither party will play an integral part in either party's decision-making process by reason of this Agreement.

**ARTICLE 7 – DURATION**

- a. The initial term of this Agreement shall be for a period of one (1) year commencing July 1, 2020, and continuing through June 30, 2021; this **AGREEMENT** may be renewed annually.
- b. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.
- c. Any notice required or allowed hereunder shall be in writing and sent by certified mail, return receipt requested, or in person with proof of delivery, to the address first listed above, or such other addresses as either party shall have specified by written notice to the other party delivered in accordance herewith.

**ARTICLE 8 – NONDISCRIMINATION**

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

**ARTICLE 9 – MISCELLANEOUS**

- a. The **CHAMBER** acknowledges that the **CITY**, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void; and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period of exceeding one year, but any agreement so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the **CITY's** performance and obligation to pay under this Agreement is contingent upon annual appropriation.
- b. The **CHAMBER** shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state, and local laws.
- c. The **CHAMBER** shall at all times maintain its status as a private not-for-profit corporation, organized and created under the laws of the State of California.
- d. This Agreement may be modified or amended by mutual written agreement of the parties, duly executed by both parties.
- e. This Agreement contains all the terms and conditions agreed upon by the parties.
- f. This Agreement shall be governed and construed in accordance with the laws of the State of California. The venue of any legal action to enforce or interpret this Agreement shall be in San Bernardino County, California.
- g. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- h. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- i. If any party seeks to enforce or interpret this Agreement through litigation, each party shall bear its own attorney's fees and costs incurred.

- j. Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.
- k. The **CHAMBER** shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The **CHAMBER** shall at all times observe and comply with all such laws and regulations. The **CITY** and its officers and employees, shall not be liable at law or in equity occasioned by failure of the **CHAMBER** to comply with this Section.
- l. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the economic development activities during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or subagreement, or the proceeds thereof, for work to be performed in connection with the activities performed under this Agreement.
- m. **CHAMBER** agrees to defend, indemnify, and hold harmless the **CITY**, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of **CHAMBER**, its officers, employees, agents, or volunteers in connection with **CHAMBER's** performance of its obligations under this Agreement.

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

**"CITY"**

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

**"CHAMBER"**

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

By: \_\_\_\_\_  
Javier John Dutrey  
Mayor

By: \_\_\_\_\_  
Steve Hammitt  
President/CEO

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

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

**ATTEST:**

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



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	STA500
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	X. MENDEZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 20-55 AMENDING AGREEMENT NO. 17-30, AS AMENDED BY AGREEMENT NOS. 18-30 AND 19-38, WITH MARIPOSA LANDSCAPES, INC., FOR LANDSCAPE MAINTENANCE SERVICES		

---

**REASON FOR CONSIDERATION:** Agreement No. 17-30 with Mariposa Landscapes, Inc., for landscape maintenance services is currently in the third year of a three-year term that expires on June 30, 2020. Mariposa Landscapes, Inc., is requesting to continue the contract with no rate increase for FY 2020-21. The City Council is requested to consider approval of Agreement No. 20-55 extending the current three-year contract for an additional year to expire June 30, 2021. Modifications to existing agreements require City Council approval.

**BACKGROUND:** At the June 5, 2017 meeting, the City Council approved Agreement No. 17-30 with Mariposa Landscapes, Inc., for landscape maintenance services. Agreement No. 17-30 is a three-year agreement expiring on June 30, 2020 that includes a clause allowing for a maximum 3 percent monetary increase commensurate with the current CPI for Fiscal Years 2018-19 and 2019-20. For Fiscal Year 2018-19, the City Council approved Agreement No. 18-30 with a 3 percent rate increase. Mariposa Landscapes, Inc., had requested a 2.7 percent increase for Fiscal Year 19-20. In addition to the 2.7 percent rate increase, the City of Montclair requested to remove certain items of work as outlined in Agreement No. 19-38 due to the Central Avenue Median Island Rehabilitation Project. This fiscal year, Mariposa Landscapes, Inc., has requested no rate increase for landscape maintenance.

**FISCAL IMPACT:** The cost to provide landscape maintenance services under Agreement No. 17-30 as amended by Agreement No. 20-55 would continue to be \$24,079.30 per month for the next 12 months. Funds for this purpose are included in the Fiscal Year 2020-21 Public Works budget.

**RECOMMENDATION:** Staff recommends that the City Council approve Agreement No. 20-55 amending Agreement No. 17-30, as amended, with Mariposa Landscapes, Inc., for landscape maintenance services.



**AGREEMENT NO. 20-55**

**AMENDMENT TO AGREEMENT NO. 17-30**

**WITH**

**MARIPOSA LANDSCAPES, INC.**

**FOR**

**MEDIAN ISLAND, PARK, AND PARKWAY MAINTENANCE**

This agreement is made and entered into this 1st day of July 2020, by and between the CITY OF MONTCLAIR, a municipal corporation hereinafter designated as "City," and MARIPOSA LANDSCAPES, INC., hereinafter designated as "Contractor," and collectively designated as the "Parties."

**RECITALS**

WHEREAS, Parties have previously entered into Agreement No. 13-41 on July 1, 2013, for landscape maintenance services for a period of one year; and

WHEREAS, Parties entered into Agreement No. 14-55 on July 1, 2014 for a period of three years expiring on June 30, 2017; and

WHEREAS, Parties entered into Agreement No. 17-30 on July 1, 2017 for a period of three years expiring on June 30, 2020, which was amended by Agreement No. 18-30 on July 1, 2018, and was further amended by Agreement No. 19-38 on July 1, 2019; and

WHEREAS, beginning on or about July 1, 2019 the City entered into a contract with a contractor for the Central Avenue Median Island Rehabilitation Project. The median islands from Phillips Boulevard at the southern border of the City of Montclair to the last median island south of the I-10 Freeway will be removed from the maintenance contract until it has been completed and the maintenance period has expired by the Central Avenue Median Island Rehabilitation Project contractor; and

WHEREAS, Agreement No. 17-30, as amended, includes SECTION III which includes a clause allowing for an increase to the monthly rate equal to the annual CPI (Consumer Price Index) not to exceed 3 percent per year; and

WHEREAS, the current CPI, as reported by the US Bureau of Labor Statistics, has increased by 1.9%; however, the Contractor does not wish to exercise this clause and is asking for no increase in their monthly rate. Currently the monthly rate with no increase would continue to be \$24,097.30.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED** by and between City and Contractor to amend Agreement No. 17-30, as amended, as follows:

**Replace Section II with the following:**

This Agreement is for a period of four (4) years commencing July 1, 2017, and terminating June 30, 2021, subject to the right of either party to cancel without cause by giving a minimum of thirty (30) days' written notice to the other of such cancellation.

**Replace the First Sentence of Section III with the following:**

All of the work and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner for the total monthly sum of \$24,097.30 in Fiscal Year 2020-21.

Except as modified above, all other terms and provisions of Agreement No. 17-30, dated July 1, 2017, as amended by Agreement No. 18-30 and Agreement No. 19-38, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their signatures.

CITY OF MONTCLAIR, CALIFORNIA

MARIPOSA LANDSCAPES, INC.

By: \_\_\_\_\_  
Javier John Dutrey, Mayor

By: \_\_\_\_\_  
Name, Title:

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

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

Attest:

By: \_\_\_\_\_  
Andrea M. Phillips, City Clerk

By: \_\_\_\_\_  
Name, Title:

Approved as to Form:

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

By: \_\_\_\_\_  
Diane E. Robbins, City Attorney



# AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	ADM810
<b>SECTION:</b>	AGREEMENTS	<b>DEPT.:</b>	CITY MGR.
<b>ITEM NO.:</b>	5	<b>PREPARER:</b>	M. FUENTES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 20-57 WITH FAIRBANK, MASLIN, MAULLIN, METZ, AND ASSOCIATES (FM3) FOR ADDITIONAL POLLING, EDUCATIONAL, AND OUTREACH SERVICES		

---

**REASON FOR CONSIDERATION:** Given recent events pertaining to (1) the ongoing Corona Virus (COVID-19) pandemic and subsequent stay-at-home orders, which have shuttered the local, national and global economy; and (2) recent episodes of civil unrest, rioting, and looting at the local and national levels following a myriad of police brutality incidents across the country, staff is recommending the City contract with Fairbank, Maslin, Maullin, Metz & Associates (FM3) for additional polling, educational, and outreach services.

A copy of proposed Agreement No. 20-57 is attached for the City Council’s review and consideration.

**BACKGROUND:** During the Fiscal Year 2019-20 budget process, the City Council directed staff to look into various revenue enhancement measures in order to address the various fiscal challenges affecting the organization and to report those revenue enhancement measures to the City Council at the Fiscal Year 2019-20 Budget Workshop.

Staff provided the City Council with several revenue enhancement measures for Fiscal Year 2019-20 and beyond. The revenue enhancement measures presented to the City Council at the Fiscal Year 2019-20 Budget Workshop included the following:

- Renewed evaluation of service contracting for specified programs targeted at maintaining and enhancing services and achievable cost efficiencies;
- Consideration of potential increases in the Transaction and Use Tax and Utility User Tax;
- Consideration of a Proposition 64 (cannabis) compliance program, and any related fee structure;
- Potential refunding of redevelopment bonds to produce debt service savings; and
- Consideration of a pension bond to cap the annual employer payments on the unfunded pension liabilities.

At the conclusion of the Fiscal Year 2019-20 Budget Workshop, the City Council directed staff to assess the viability of a sales tax measure to increase the existing Transactions and Use Tax and to hire a firm to conduct a public opinion survey regarding such a sales tax measure.

### ***Public Opinion Survey***

According to the Fair Political Practices Commission, cities may spend public funds to conduct public opinion surveys prior to putting a measure on the ballot as long as the results are not used later to influence the voters after the measure is placed on the ballot. The public opinion survey would only be used to help decide whether to move forward with the ballot measure and how to stage a successful education effort to best inform residents about the measure.

Several cities in the San Gabriel Valley have recently passed sales tax measures, including Acadia, Burbank, Covina, Glendale, Glendora, Pasadena, and Pomona. Several more cities, including Monrovia, Azusa, Duarte, and Sierra Madre, are considering measures during upcoming elections in November and March.

### ***Agreement No. 19-92 with FM3***

At the October 7, 2019, regularly scheduled City Council Meeting, the City Council approved Agreement No. 19-92 with Fairbank, Maslin, Maullin, Metz & Associates (FM3) for polling, educational, and outreach services.

In early January of 2020, FM3 conducted a dual mode baseline survey among a random sample of 400 City of Montclair registered voters likely to vote in the November 2020 General Election.

Those who participated in the baseline survey were asked a series of general questions regarding their views on (1) how the City of Montclair is managed; (2) how they view various City Departments; (3) the types of programs and services they use/feel the City should be providing; and (4) how they would vote on a proposed November 3, 2020, Municipal Election Ballot a transaction and use tax measure.

At the Tuesday, February 18, 2020, Special Meeting of the City Council, a presentation was made by FM3, regarding the potential for placing on the November 3, 2020, Municipal Election Ballot a transaction and use tax measure, as well as their findings from the survey.

The overall margin of error for the survey was  $\pm 4.9$  percent for the full sample survey, and  $\pm 6.9$  percent for the half sample survey. At the end of their presentation, FM3 recommended that an additional survey, "tracking survey", be conducted in order to provide an additional "snap shot" in time as to the view of the voters.

### ***Tracking Survey***

FM3 proposes to conduct a 15-minute dual mode "tracking survey" (online and by telephone) among a random sample of up to 400 City of Montclair residents who are registered to vote, and are deemed likely to vote in the November 2020 election based on voter history. The tracking survey will be conducted both in English and Spanish in order to garner a sample size that is reflective of the community. Exhibit A, attached to this agenda report, includes a detailed scope of work to be conducted.

The tracking survey will be similar in scope to the baseline survey conducted by FM3 in January of 2020.

The purpose of the tracking survey is to re-visit questions to those being surveyed to determine if and to what extent the views of voters have changed or shifted. This tracking survey will allow the City to better understand how recent nationwide events including the ongoing Corona Virus (COVID-19) pandemic and civil unrest related to episodes of police brutality across the nation have impacted voters' opinions and attitudes since the baseline survey was conducted.

The scope of work includes all costs for questionnaire design, sample acquisition and preparation, programming, email invitations, survey hosting, translations, telephone interviewing in English and Spanish, data entry and analysis, reporting, and travel.

Following the completion of the survey, FM3 will provide the following:

- A questionnaire with the topline results of the survey for easy reference;
- A complete set of crosstabs in an easy-to-read, comprehensive format;
- A complete analysis of survey results in PowerPoint; and
- An in-person or webinar presentation of the survey results.

FM3 will also be available for ongoing consultation and any further analysis of the research data collected.

### ***FM3***

FM3 Research is a California-based company that has been conducting public policy-oriented opinion research since 1981. While FM3 initially conducted primarily political surveys for candidate and ballot measure campaigns, FM3 has significantly broadened our focus over the past several decades.

FM3 conducts surveys for organizations seeking to deepen their understanding of how the public perceives certain policy issues, how the public perceives their organization and its services, etc. FM3 conducts a wide-range of research with "closed" populations, such as employees or key decision-makers.

FM3 has a staff of 22 full-time employees split between their Los Angeles and Oakland offices. FM3 has their own in-house data analysis/processing team and presentation design resources. This enables FM3 to turn projects around quickly, and to engage in more sophisticated data analysis tailored to their client needs.

**FISCAL IMPACT:** Approval of Agreement No. 20-57 between the City of Montclair and Fairbank, Maslin, Maullin, Metz & Associates (FM3) for additional polling services would result in a cost to the City of \$28,000 payable from the Economic Development Fund.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 20-57 with Fairbank, Maslin, Maullin, Metz & Associates for additional polling, educational, and outreach services.



FAIRBANK, MASLIN,  
MAULLIN, METZ  
& ASSOCIATES

**Agreement No. 20-57**

**LETTER OF AGREEMENT**

**CITY OF MONTCLAIR ISSUES FOLLOW-UP DUAL MODE SURVEY**

**PROJECT 220-5884**

**JUNE 10, 2020**

1. It is agreed that Fairbank, Maslin, Maullin, Metz & Associates, Inc. (FM3) will provide public opinion research services (Services) for the City of Montclair (Client) for a total cost not to exceed \$ 28,000.
2. These Services include: all professional and staff time, questionnaire design, sample acquisition, survey programming, email invitations, survey hosting, telephone interviewing, data entry and analysis, and reporting necessary to complete a dual-mode survey, in English and Spanish averaging 15 minutes per interview, of 400 City of Montclair voters, who are likely to vote in the November 2020 General Election, as outlined in our proposal dated May 7, 2020.
3. Both parties will reach a mutual agreement on the contents of the research instruments. Client agrees that, when its approval is called for hereunder, it will promptly review and approve all such matters in good faith and in consultation with FM3, and that its approval will not be unreasonably withheld or delayed.
4. As compensation for Services under this Agreement, Client agrees to pay FM3 the final cost agreed upon by both parties in writing upon completion of the agreed upon scope of work. Invoices are due and payable upon receipt and will be considered past due fifteen (15) days after each invoice's date.
5. When FM3's Services conclude, all unpaid charges owed shall become immediately due and payable, according to the terms in the preceding paragraph.
6. This Letter of Agreement will take effect when Client returns a signed copy of this Letter of Agreement.
7. The prevailing party in any action or proceeding to interpret or to enforce any provision of this Letter of Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in any efforts to negotiate the matter. Each party to pay their own attorney fees.
8. This Letter of Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto. This Letter of Agreement cannot be assignable without prior written approval by Client.
9. This Letter of Agreement is deemed to have been entered into in the County of Los Angeles, State of California, and shall be governed by the laws of the State of California. Any action or proceeding with respect to this Letter of Agreement or any matter arising therefrom shall be maintained exclusively in the Superior Court in the County of Los Angeles, California, as the jurisdiction and venue of which each party hereby specifically consents.



10. This Letter of Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties, and supersedes and replaces all prior negotiations, proposed agreements, written or oral.
11. This Letter of Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when the other parties have executed a counterpart.
12. The individuals executing this Letter of Agreement on behalf of each of the parties hereby represent and warrant that each is duly authorized to do so.
13. It is understood and agreed that Client is and shall be solely responsible for the use of the public opinion research provided by FM3 under this Letter of Agreement. It is understood and agreed that FM3 is solely responsible for the results of the public opinion research provided pursuant to this Letter of Agreement. FM3 shall at all times comply with state and federal law, and any statute, rule, regulation or order from any governmental or regulatory agency. In the event that any state and/or federal, regulatory agency or any other person and/or entity shall make a claim against Client or its' agents, employees, or affiliates which is in any manner related to this Letter of Agreement, the services of FM3, or the results of any public opinion research provided by FM3, FM3 shall indemnify and hold harmless included but not limited to costs and attorney fees incurred by Client in defense of such matter.
14. All notices, demands, requests or approvals to be given under this Agreement, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

A. All notices, demands, requests or approvals from FM3 to Client shall be addressed to:

Mikey Fuentes  
5111 Benito Street  
Montclair, CA 91763  
Telephone: (909) 625-9497  
E-mail: mfuentes@cityofmontclair.org

B. All notices, demands, requests or approvals from Client to FM3 shall be addressed to:

Richard Bernard  
Fairbank, Maslin, Maullin, Metz & Associates, Inc.  
1999 Harrison Street, Suite 2020  
Oakland, CA 94612  
Telephone: 510-451-9521  
E-mail: Bernard@FM3Research.com





---

**John Dutrey, Mayor**  
**City of Montclair**

---

**Date**

**ATTEST:**

---

**Andrea M. Phillips, City Clerk**  
**City of Montclair**

---

**Richard Bernard, Partner**  
**Fairbank, Maslin, Maullin, Metz & Associates, Inc.**

---

**Date**



**TO** Mikey Fuentes, Senior Management Analyst  
City of Montclair

**FROM** Dr. Richard Bernard and Laura Covarrubias  
FM3 Research

**RE:** Proposal for Follow-Up Public Opinion Survey

**DATE** June 10, 2020

---

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to submit this short scope of work and cost memo to conduct research for the City of Montclair. We look forward to the opportunity to continue our partnership with the City. Our past research will enable our firm to “track” public opinion over time by re-asking questions to determine if (and to what extent) the views of your voters have shifted. In addition to testing the viability of a potential measure, this survey will also allow the City to get an understanding of how the ongoing coronavirus pandemic—and the effect it has had on the local economy and significant decline in City revenues—has impacted voters’ opinions and attitudes since the baseline was conducted prior to the outbreak, especially as more residents and local businesses are relying on support from City services.

## METHODOLOGICAL CONSIDERATIONS

To inform the City’s decision-making process, the survey will test public reaction to the 75-word ballot summary as it might appear on the ballot and determine the community’s priorities for potential sales tax measure fund uses to protect the City’s essential services, such as fire, public safety, and 911 response and infrastructure improvements. The tracking survey will use our baseline survey results from January to help refine and update the ballot summary. The research instrument will also be designed to inform the City’s public education and outreach program by testing different themes and statements to help ensure effective communication about the City’s current needs and challenges, and how additional funding will help protect Montclair’s long-term financial stability, especially during an economic downturn.

In this unprecedented time, it is crucial that the survey also include several questions to gauge the community’s views and mindset towards the coronavirus pandemic, and the possible interaction between those sentiments and opinions on the ballot measure. The survey can more broadly examine voters’ health-related concerns, view of the economy, their own financial situation and job status. It could provide data assessing the City’s response and the actions it has taken to keep residents safe, and help to identify the most effective ways for the City to communicate important information with the community.

## PROPOSED RESEARCH SPECIFICATIONS AND COSTS

Despite the COVID-19 pandemic, there has been no disruption in conducting public opinion surveys. In fact, as most people must spend virtually all of their time at home, there is a greater opportunity to reach residents via telephone and/or email. FM3 has continued to conduct research for a range of public, private and nonprofit clients since Governor Newsom implemented the statewide “shelter in place” order in March.

For this study, FM3 recommends the following approach:

<b>Methodology</b>	Dual-mode (online and telephone) data collection
<b>Questionnaire Length</b>	15 minutes
<b>Sample size</b>	400 City of Montclair voters likely to vote in the November 2020 election
<b>Margin of Sampling Error</b>	±4.9 percent in 95 out of 100 cases for a sample of 400 interviews
<b>Languages</b>	Telephone interviews will be conducted in English and Spanish; online interviews in English only.
<b>Deliverables</b>	<p>Following completion of the survey, we will provide upon request:</p> <ul style="list-style-type: none"> <li>• A questionnaire with the topline results of the survey for easy reference</li> <li>• A complete set of crosstabs in an easy-to-read, comprehensive format</li> <li>• A complete analysis of survey results in PowerPoint</li> <li>• An in-person or webinar presentation of the survey results</li> </ul>

FM3 will also be available for ongoing consultation and any further analysis of the research.

<b>Cost</b>	FM3 proposes to conduct a 15-minute dual mode survey among a random sample of 400 registered voters who are likely to vote in the November 2020 General Election for a cost of \$28,000. The proposed cost are comprehensive, and include questionnaire design, sample acquisition, programming, email invitations, online survey hosting, multi-lingual telephone interviewing, data entry and analysis, and reporting.
-------------	--

Of course, any number of alternative research approaches are possible, which might result in higher or lower costs. FM3 will be happy to tailor the structure of our research program to fit both your budget and your research needs.



If you have any questions or if there is any further information we can provide about this proposal, please do not hesitate to contact us. You may reach us as follows:

Dr. Richard Bernard, Partner  
Fairbank, Maslin, Maullin, Metz & Associates (FM3)  
12100 Wilshire Boulevard, Suite 350  
Los Angeles, CA 90025  
(310) 428-1809 (Cell)  
[Bernard@FM3Research.com](mailto:Bernard@FM3Research.com)

Laura Covarrubias, Researcher  
Fairbank, Maslin, Maullin, Metz & Associates (FM3)  
12100 Wilshire Boulevard, Suite 350  
Los Angeles, CA 90025  
(310) 433-6241 (Cell)  
[Laura@FM3Research.com](mailto:Laura@FM3Research.com)



# CITY COUNCIL AGENDA REPORT

**DATE:** JUNE 15, 2020

**FILE I.D.:** CCK140

**SECTION:** CONSENT - RESOLUTIONS

**DEPT.:** CITY MGR.

**ITEM NO.:** 1

**PREPARER:** A. PHILLIPS

**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 20-3268 CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

CONSIDER ADOPTION OF RESOLUTION NO. 20-3269 ADOPTING THE REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

CONSIDER ADOPTION OF RESOLUTION NO. 20-3270 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, WITH THE PRESIDENTIAL GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

---

**REASON FOR CONSIDERATION:** Provisions of the laws related to general law cities in the State of California require the governing body to call and give notice of a General Municipal Election and to adopt regulations for Candidates' Statements. In addition, pursuant to the requirements of Section 10403 of the Elections Code, it is also necessary for the governing body to request the County Board of Supervisors to consolidate a General Municipal Election with the Presidential General Election and to authorize payment to the County for services rendered related to consolidation of this election.

Copies of proposed Resolution Nos. 20-3268, 20-3269, and 20-3270 are attached for the City Council's review and consideration.

**BACKGROUND:** Proposed Resolution No. 20-3268 formally calls for a General Municipal Election to be held on Tuesday, November 3, 2020, for the election of three members of the City Council. The City Council seats currently held by Carolyn Raft, Tenice Johnson, and Corysa Martinez are the seats to be filled at this election. The two seats currently held by Mrs. Raft and Mrs. Johnson will be four-year terms. The seat currently held by Ms. Martinez will be a two-year term. Those running for a seat on the City Council in the November 3, 2020 election will need to indicate whether they are running for a four-year seat or a two-year seat, and cannot run for both.

Proposed Resolution No. 20-3269 provides that each candidate may prepare a Candidate's Statement of 200 words or fewer for inclusion in the Sample Ballot. The Statement shall be filed with the candidate's Nomination Papers and may be withdrawn, but not changed, during the filing period and until 5:00 p.m. of the next working day after the close of the filing period. The San Bernardino County Registrar of Voters will provide a cost estimate of the Candidate's Statement to be paid by the candidate to the City of Montclair as a deposit. The amount covers the cost of printing the Statement in the Sample Ballot and includes the cost of the Statement being translated into Spanish as required by the Voting Rights Act of 1965, as amended.

Proposed Resolution No. 20-3270 requests that the Board of Supervisors of the County of San Bernardino consent and agree to consolidation of a General Municipal Election with the Presidential General Election to be held on Tuesday, November 3, 2020. The County is expected to bill the City for actual costs related to conducting the City's General Municipal Election by March of 2021.

**FISCAL IMPACT:** The San Bernardino County Registrar of Voters is unable to provide a cost estimate for election services at this time due to the implementation of a new voting system for this election. Based on previous years' election costs, and with the new additional requirement to cover the postage for mail-in ballots, staff estimates the cost for election services will be \$15,000, which was requested in the City's proposed Fiscal Year 2020-21 Budget.

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

1. Adopt Resolution No. 20-3268 calling and giving notice of the holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the election of certain officers as required by the provision of the laws of the State of California related to General Law cities.
2. Adopt Resolution No. 20-3269 adopting regulations for candidates for elective office pertaining to Candidates' Statements submitted to the voters at the election to be held on Tuesday, November 3, 2020.
3. Adopt Resolution No. 20-3270 requesting the Board of Supervisors of the County of San Bernardino to consolidate a General Municipal Election to be held on Tuesday, November 3, 2020, with the Presidential General Election to be held on the same date pursuant to Section 10403 of the California Elections Code.

RESOLUTION NO. 20-3268

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws related to General Law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2020, for the election of Municipal Officers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

Section 1. That pursuant to the requirements of the laws of the State of California related to General Law cities, there is called and ordered to be held in the City of Montclair, California, on Tuesday, November 3, 2020, a General Municipal Election for the purpose of electing two Members of the City Council for full terms of four years each, and one Member of the City Council for a partial term of two years.

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots; notices; printed matter; and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 4. That the polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same date when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

Section 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form, and manner as required by law.

Section 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

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 Resolution No. 20-3268 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2020, and that it was adopted by the following vote, to-wit:

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

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

RESOLUTION NO. 20-3269

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020**

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election including cost of the Candidate's Statement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

**Section 1. GENERAL PROVISIONS.** Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Montclair on Tuesday, November 3, 2020, may prepare a Candidate's Statement on an appropriate form provided by the City Clerk. The Statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The Statement shall not include party affiliation of the candidate nor membership or activity in partisan political organizations. The Statement shall be filed in the Office of the City Clerk at the time the candidate's Nomination Papers are filed. The Statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

**Section 2. FOREIGN LANGUAGE POLICY.**

A. Pursuant to the Federal Voting Rights Act of 1965, as amended, Candidates' Statements will be translated into all languages required by the County of San Bernardino. The County is required to translate Candidates' Statements into the following languages: Spanish.

B. The County will print and mail voter information guides and Candidates' Statements to all voters in the City of Montclair or the County will mail separate voter information guides and Candidates' Statements in the City of Montclair to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates' statements in the required languages available at all polling places, on the County's website, and in the Elections Official office.

**Section 3. PAYMENT.**

A. The candidate shall be required to pay for the cost of printing the Candidate's Statement in English.

B. The candidate shall be required to pay for the cost of translating the Candidate's Statement into Spanish pursuant to State and/or Federal law.

C. The candidate shall be required to pay for the cost of printing the Candidate's Statement in Spanish.

D. The San Bernardino County Registrar of Voters Office ("County") will provide an estimate for the total cost of printing, handling, translating, and mailing of each Candidate's Statement filed pursuant to the Elections Code, including costs incurred as a result of complying with the Voting Rights Act of 1965, as amended. The City Clerk shall require each candidate filing a Statement to pay in advance the amount estimated by the County for his or her estimated pro rata share as a condition of having his or her Statement included in the Voter's Pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and within 30 days after receiving the invoice from the County shall either bill each candidate for any cost in excess of the deposit or shall refund any unused portion of the deposit.



**Section 4. ADDITIONAL MATERIALS.** No candidate will be permitted to include additional materials in the sample ballot package.

**Section 5. MISCELLANEOUS.**

A. All translations shall be provided by professionally-certified translators.

B. Candidates' Statements will be printed as submitted in type of uniform size and darkness, and with uniform spacing. Spelling, punctuation, and grammatical errors will not be corrected by the Elections Official. Statements should be typed in upper- and lowercase (not all "CAPS"), single-spaced, in block paragraph form with no indentations. The City Clerk, as the Elections Official, shall have the authority to make formatting corrections or to strike any language not in compliance with the Elections Code.

C. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

**Section 6.** The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nomination papers are issued.

**Section 7.** All previous Resolutions establishing Council policy on payment for Candidate's Statements are repealed.

**Section 8.** This Resolution shall apply only to the election to be held on Tuesday, November 3, 2020, and shall then be repealed.

**Section 9.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**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 Resolution No. 20-3269 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2020, and that it was adopted by the following vote, to-wit:

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

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

RESOLUTION NO. 20-3270

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, WITH THE PRESIDENTIAL GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE**

**WHEREAS**, the City Council of the City of Montclair, California, called a General Municipal Election to be held on Tuesday, November 3, 2020, for the purpose of the election of two Members of the City Council for full four-year terms, and one Member of the City Council for a partial two-year term; and

**WHEREAS**, it is desirable that the General Municipal Election be consolidated with the Presidential General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same and that the San Bernardino County Registrar of Voters Office canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

**Section 1.** That pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Presidential General Election to be held on Tuesday, November 3, 2020, for the purpose of the election of two Members of the City Council.

**Section 2.** That the San Bernardino County Registrar of Voters Office is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

**Section 3.** That the Board of Supervisors is requested to issue instructions to the Registrar of Voters Office to take any and all steps necessary for the holding of the consolidated election.

**Section 4.** That the City of Montclair recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

**Section 5.** That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of San Bernardino Registrar-Recorder/County Clerk, the City Council, in accordance with Election Code Section 15651(a) shall set a date and time and place and summon the candidates who have received the tie votes to appear and the City Clerk will determine the winner by lot.

**Section 6.** That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Registrar of Voters Office of the County of San Bernardino.

**Section 7.** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**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 Resolution No. 20-3270 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2020, and that it was adopted by the following vote, to-wit:

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

---

Andrea M. Phillips  
City Clerk



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	ANL100
<b>SECTION:</b>	CONSENT - RESOLUTIONS	<b>DEPT.:</b>	CITY MGR.
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	M. FUENTES
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 20-3271 AMENDING ANIMAL LICENSING AND SHELTERING FEES		

---

**REASON FOR CONSIDERATION:** The Inland Valley Humane Society (IVHS), the animal control service provider for the City of Montclair, is requesting adjustments to animal licensing and sheltering fees. Pursuant to Montclair Municipal Code Sections 5.08.020 and 5.08.040, the City Council considers and acts on all fees related to animal licensing and sheltering.

A copy of proposed Resolution No. 20-3271 amending fees charged by IVHS for animal licensing and sheltering and Exhibit A: Animal Licensing and Sheltering Fees are attached for the City Council's review and consideration.

**BACKGROUND:** IVHS is a private nonprofit organization that offers a wide range of animal care and control services. IVHS provides animal care and control services to the cities of Chino, Chino Hills, Claremont, Diamond Bar, Glendora, La Verne, Montclair, Ontario, Pomona, San Dimas and the unincorporated areas of San Bernardino County including the West End, San Antonio Heights, and Mt. Baldy.

IVHS operates a facility located at 500 Humane Way, Pomona, which offers a wide range of animal care services including training, adoptions, vaccinations, pet care information and education, and a pet supply store. Recent improvements to the facility include dog kennel renovations, construction of a cat adoption ward, and expansion of the dispatch center.

The City has contracted with IVHS for animal control services since 1983. The contractual services provided to the City include: collection of stray, unwanted, injured, or deceased animals; enforcement of leash laws and other regulatory Ordinances related to animals within the City; provision of animal ambulance services; and operation of an animal shelter in compliance with State standards pursuant to California Food and Agriculture Code Sections 30501, et seq.

Total costs for animal control services are apportioned to the contracting agencies based on service level and population. About 80 percent of total costs are allocated based on service level with the remaining 20 percent based on population.

Total costs for animal control services are offset by revenues generated by animal licensing, sheltering, and other service fees charged to Montclair residents. The City pays a supplemental sum each year to cover the remaining costs. The supplemental payment increases annually according to changes in the All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area, All-Items Indexes, All Urban Consumers not to exceed a maximum of 5 percent change for the previous 12-month period.

### *Proposed Adjustments to Animal Licensing Fees*

Since the City Council's adoption in 2006 of Agreement No. 06-66 between the City and IVHS for animal control services, total costs for providing animal control services have increased significantly. Primarily costs have risen because of increases in operating costs associated with the dramatic rise in the processing of stray dogs and cats, the sheltering of these animals, and the adoption of policies designed to reduce the number of animals having to be euthanized. Furthermore, costs associated with the disposal of animals in a humane manner have also increased due to state regulations and sectoral changes decreasing the availability of firms that provide animal disposal services.

In order to offset costs associated with the increased processing of stray dogs and cats as well as general cost increases associated with animal control and educational programs, IVHS is proposing several fee adjustments. The proposed fee adjustments would be related to Impound fees, Food and Care fees for impounded animals, and Owner Release-Delinquent license fees.

Table 1, below, identifies the proposed fee adjustments related to Impound fees, Food and Care fees for impounded animals, and Owner Release-Delinquent license fees:

**Table 1**  
**IVHS Current and Proposed Fee Adjustments**

<i>Dog License Fees</i>	<i>Current</i>	<i>Proposed</i>	<i>Difference</i>
Unaltered	\$60.00	\$100.00	\$40.00
Penalty	\$35.00	\$60.00	\$25.00

It should be noted the proposed fee adjustments would only affect those pet owners who have their animals impounded and would not affect regular licensing fees. The proposed fee adjustments are also being proposed to other agencies that contract with IVHS.

**FISCAL IMPACT:** A deficit of \$40,000 is projected by IVHS for animal control services for Fiscal Year 2020-21. In order to offset the projected deficit, IVHS is proposing increasing fees related to unaltered and penalty dog licensing fees. The projected amount of increased revenue from the proposed fee adjustments is estimated at roughly \$40,000.

Based upon service levels required for animal control services during the previous five-year period, IVHS is estimating that the total cost for animal control services in the City of Montclair for Fiscal Year 2020-21 with the increased licensing fees would be close to \$190,000. The total cost for Fiscal Year 2020-21 includes a CPI increase of 2.96 percent.

It should be noted that if the City Council elects to not adopt the proposed fee increases, the total estimated cost for animal control services in the City of Montclair for Fiscal Year 2020-21 would be \$230,000, with the General Fund absorbing the \$40,000 deficit.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 20-3271 amending animal licensing and sheltering fees.

RESOLUTION NO. 20-3271

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MONTCLAIR AMENDING  
ANIMAL LICENSING AND SHELTERING FEES

WHEREAS, Montclair Municipal Code Sections 5.08.020 and 5.08.040 establish that fees related to animal control and humane services shall be adopted by Resolution; and

WHEREAS, such services consist of dog licensing, animal impounding, food and care for impounded animals, and other services as directed; and

WHEREAS, the costs for providing animal control services by the Inland Valley Humane Society (IVHS) have increased significantly because of increases in operating costs associated with the increased number of stray dogs and cats and the sheltering of these animals; and

WHEREAS, revenues collected by the adjustment of unaltered and penalty fees charged by IVHS would offset increased costs associated with animal control; and

WHEREAS, the City Council desires the rates currently charged for animal licensing and sheltering be adjusted to offset more of the costs for providing animal control services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby adopt animal licensing and sheltering fees as set forth in Exhibit A.

APPROVED AND ADOPTED this XX day of XX, 2020.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

I, Andrea Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 20-3271 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2020, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_

Andrea M. Phillips  
City Clerk

**Exhibit A**

**Animal Licensing and Sheltering Fees**

<i>Dog License Fees</i>	<i>(Current) Old Rate</i>	<i>(Proposed) New Rate</i>	<i>Difference</i>
Unaltered	\$60.00	\$100.00	\$40.00
Penalty	\$35.00	\$60.00	\$25.00



# CITY COUNCIL AGENDA REPORT

---

<b>DATE:</b>	JUNE 15, 2020	<b>FILE I.D.:</b>	FPP150
<b>SECTION:</b>	CONSENT - RESOLUTIONS	<b>DEPT.:</b>	ADMIN. SVCS.
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	A. PHILLIPS
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 20-3272 DIRECTING STAFF TO REVIEW THE CONFLICT OF INTEREST CODE AND SUBMIT THE 2020 BIENNIAL NOTICE PURSUANT TO THE POLITICAL REFORM ACT		

---

**REASON FOR CONSIDERATION:** The City Council is the designated code-reviewing body for the City's Conflict of Interest Code ("Code"). It is necessary to review the Code on a biennial basis, which includes the filing of a Local Agency Biennial Notice and amending the Code to update the list of designated employees who are required to file Statements of Economic Interests and to incorporate any other necessary changes.

**BACKGROUND:** Pursuant to the Political Reform Act of 1974 (Government Code Section 8100, *et seq.*), all public agencies are required to adopt a Conflict of Interest Code. The Code designates positions annually required to file Fair Political Practices Commission (FPPC) Form 700 Statements of Economic Interest ("Form 700"), and assigns disclosure categories specifying the types of interests to be reported. The Form 700 is a public document intended to alert public officials and members of the public to the types of financial interests that may create conflicts of interest.

The City of Montclair's Conflict of Interest Code, first adopted on October 4, 1976, contains the requirement that all City Council Members, Planning Commissioners, City Manager, City Attorney, and designated employees responsible for managing public investments annually file Form 700 Statements. In addition, the Code requires that there be a listing of designated employees who, by job title, "make or participate in the making of governmental decisions which may have a foreseeable material effect on financial interests."

The Political Reform Act requires state and local government agencies to review their Conflict of Interest Code every even-numbered year to determine if it is accurate or, alternatively, to amend the Code if necessary. Before July 1, 2020, the City Council must direct staff to review the Conflict of Interest Code and to submit a Biennial Notice to the City Council no later than October 1, 2020. The City Council must adopt any proposed amendments to the Code within 90 days of filing the Biennial Notice.

Adoption of Resolution No. 20-3272 would satisfy the requirement that the City Council to direct staff to review the Code. Staff will submit the Biennial Notice to the City Council at a regular meeting on September 21, 2020, which will report the findings of the review. If amendments are required, the City Council will be requested to adopt a resolution updating the Conflict of Interest Code at a meeting on or before December 21, 2020.



**FISCAL IMPACT:** There would be no fiscal impact associated with the City Council's adoption of Resolution No. 20-3272.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 20-3272 directing staff to review the Conflict of Interest Code and submit the 2020 Biennial Notice pursuant to the Political Reform Act.

RESOLUTION NO. 20-3272

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, DIRECTING STAFF TO REVIEW THE CONFLICT OF INTEREST CODE AND SUBMIT THE 2020 LOCAL AGENCY BIENNIAL NOTICE AS REQUIRED BY THE POLITICAL REFORM ACT

WHEREAS, the Political Reform Act of 1974 (Government Code §8100 et seq.) requires cities to adopt a Conflict of Interest Code; and

WHEREAS, the City of Montclair first adopted a Conflict of Interest Code on October 4, 1976; and

WHEREAS, the Conflict of Interest Code must be reviewed every two years and amended when circumstances change; and

WHEREAS, the City Council is the Code Reviewing Body for the City of Montclair; and

WHEREAS, no later than July 1st of each even-numbered year, code reviewing bodies must notify each agency within their jurisdiction to review its Conflict of Interest Code; and

WHEREAS, no later than October 1st of each even-numbered year, City staff shall submit to the code reviewing body a notice indicating whether or not an amendment is necessary.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair directs staff to review the Conflict of Interest Code and to submit a 2020 Local Agency Biennial Notice indicating if any amendments are necessitated due to a change circumstances.

BE IT FURTHER RESOLVED that the City Clerk shall transmit the 2020 Biennial Notice and recommendations to the City Council at its regular meeting on September 21, 2020.

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 Resolution No. 20-3272 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2020, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_

Andrea M. Phillips  
City Clerk