

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.

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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:

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**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 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 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 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), via e-mail (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, July 20, 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. 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. Please*

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

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

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS — None

VI. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded up to five minutes to address the City Council/Boards of Directors/Commissioners. (Government Code Section 54954.3).

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 — None

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Adjourned Regular Meeting — June 29, 2020 [CC/MHC]
2. Regular Joint Meeting — July 6, 2020 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports	
1. Consider Receiving and Filing of Treasurer’s Report [CC]	5
2. Consider Approval of Warrant Register & Payroll Documentation [CC]	6
3. Consider Receiving and Filing of Treasurer’s Report [SA]	7
4. Consider Approval of Warrant Register [SA]	8
5. Consider Receiving and Filing of Treasurer’s Report [MHC]	9
6. Consider Approval of Warrant Register [MHC]	10
7. Consider Receiving and Filing of Treasurer’s Report [MHA]	11
8. Consider Approval of Warrant Register [MHA]	12
9. Consider Setting a Public Hearing for Monday, August 3, 2020, at 7:00 p.m. to Consider Adoption of Resolution No. 20-3281 Adopting Vehicle Miles Traveled (VMT) Thresholds for the Purposes of Analyzing Transportation Impacts Under the California Environmental Quality Act in Accordance with the Requirements of Senate Bill 743 [CC]	13
10. Consider Setting a Public Hearing for Monday, August 3, 2020, at 7:00 p.m. to Consider First Reading of Ordinance No. 20-989 Related to Imposing a One Percent District No. 2 Transactions and Use Tax to be Administered by the State Board of Equalization if Approved by the Voters at the November 3, 2020 General Municipal Election [CC]	16
11. Consider Approval of the Purchase of a One-Year Subscription Renewal of Zengine Software Through Wizehive, Inc. to Provide Cloud Application Software for the Montclair to College Program [MCF]	18
C. Agreements	
1. Consider Approval of Agreement No. 20-61 with Misha L. Penn to Provide Grant Management and Fiscal Compliance Services for the Human Services Department [CC]	19
2. Consider Approval of Agreement No. 20-65 with Civic Publications, Inc., to Provide Public Education and Community Outreach Services [CC]	33
D. Resolutions	
1. Consider Adoption of Resolution No. 20-3280 for the Collection of Sewer Standby Assessment Fees on Vacant Properties [CC]	37
2. Consider Adoption of Resolution No. 20-3282 Approving Agreement No. 20-66, the First Amendment to Amended and Restated Cooperation Agreement No. 14-21 with the County of San Bernardino for the Continued Administration of Community Development Block Grant Funds [CC]	
Consider Authorizing the City Manager to Execute Agreement No. 20-66 and all Subsequent Related Documents Including any Necessary Amendments to Comply with and Implement Federal Requirements [CC]	39

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

- A. Department Reports
- B. City Attorney
- C. City Manager/Executive Director
 - 1. COVID-19 Update
- D. Mayor/Chairperson
- E. Council Members/Directors
- F. Committee Meeting Minutes *(for informational purposes only)* — None

XI. 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, August 3, 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 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. 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, July 16, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	FIN520
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	J. KULBECK
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending June 30, 2020, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 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 June 30, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	2	PREPARER:	L. LEW/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated July 20, 2020, and the Payroll Documentation dated June 21, 2020, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated July 20, 2020, totals \$7,224,149.90; and the Payroll Documentation dated June 21, 2020, totals \$746,376.93 gross, with \$501,573.45 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	FIN510
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	3	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending June 30, 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 June 30, 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 June 30, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	FIN530
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	4	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending June 30, 2020, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 06.01.20-06.30.20 in the amounts of \$2,417.13 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 June 30, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	5	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending June 30, 2020, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 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 June 30, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	6	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2020, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 06.01.20-06.30.20 in the amount of \$57,740.27 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 June 30, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	7	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending June 30, 2020, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 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 June 30, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	8	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2020, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 06.01.20-06.30.20 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 June 30, 2020.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	ENV075
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	COMMUNITY DEV.
ITEM NO.:	9	PREPARER:	M. DIAZ
SUBJECT:	CONSIDER SETTING A PUBLIC HEARING FOR MONDAY, AUGUST 3, 2020, AT 7:00 P.M. TO CONSIDER ADOPTION OF RESOLUTION NO. 20-3281 ADOPTING VEHICLE MILES TRAVELED (VMT) THRESHOLDS FOR THE PURPOSES OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT IN ACCORDANCE WITH THE REQUIREMENTS OF SENATE BILL 743		

REASON FOR CONSIDERATION: City staff is requesting the City Council set a public hearing for Monday, August 3, 2020, at 7:00 p.m. to consider adoption of Resolution No. 20-3281 that would establish “vehicles miles traveled,” or VMT, as the method for measuring transportation impacts under the California Environmental Quality Act (CEQA) for projects within the City of Montclair. Local agencies are encouraged to develop, publish, and adopt thresholds of significance for VMT by means of an ordinance, resolution, rule or regulation through a public review process. The City Council is the responsible body for adopting City policy.

A draft copy of proposed Resolution No. 20-3281 is attached for City Council review.

BACKGROUND: In 2013, Governor Brown signed into law Senate Bill 743 (SB 743) requiring a change in how transportation impacts of development projects in the State must be identified and analyzed during the CEQA review process. After the Office of Planning and Research (OPR) studied a number of possible methods, “vehicle miles of travel” was determined to be the preferred means for complying with the intent of SB 743. VMT requirements were subsequently incorporated into the State’s CEQA Guidelines in Section 15064.7, *Thresholds of Significance*.

City staff participated in a collaborative study led by the San Bernardino County Transportation Authority (SBCTA), which evaluated the tools, thresholds, and mitigation options appropriate for the San Bernardino County region and worked with the transportation consultant firm of Fehr & Peers, to help the City prepare a threshold and methodology policy for adoption by the City. On March 30, 2020, Fehr & Peers presented an overview of SB 743 at a joint meeting of the City Council and Planning Commission, which included an approach for the City to consider in meeting the requirements SB 743.

FISCAL IMPACT: Setting a public hearing in relation to Resolution No. 20-3281 would have no fiscal impact to the City’s General Fund.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, August 3, 2020, at 7:00 p.m. to consider adoption of Resolution No. 20-3281 to adopt VMT thresholds for the purposes of analyzing transportation impacts under the California Environmental Quality Act in accordance with the requirements of Senate Bill 743.

RESOLUTION NO. 20-3281

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING "VEHICLE MILES TRAVELED" THRESHOLDS OF SIGNIFICANCE FOR PURPOSES OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, the California Environmental Quality Act Guidelines ("CEQA Guidelines") encourage public agencies to develop and publish generally applicable "thresholds of significance" to be used in determining the significance of a project's environmental effects; and

WHEREAS, CEQA Guidelines section 15064.7(a) defines a threshold of significance as "an identifiable quantitative, qualitative or performance level of a particular environmental effect, noncompliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant"; and

WHEREAS, CEQA Guidelines section 15064.7(b) requires that thresholds of significance must be adopted by ordinance, resolution, rule, or regulations, developed through a public review process, and be supported by substantial evidence;

WHEREAS, pursuant to CEQA Guidelines section 15064.7(c), when adopting thresholds of significance, a public agency may consider thresholds of significance adopted or recommended by other public agencies provided that the decision of the agency is supported by substantial evidence; and

WHEREAS, Senate Bill 743, enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines regarding the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor's Office of Planning and Research ("OPR") proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies vehicle miles traveled ("VMT") - meaning the amount and distance of automobile travel attributable to a project - as the most appropriate metric to evaluate a project's transportation impacts; and

WHEREAS, as a result, automobile delay, as measured by "level of service" ("LOS") and other similar metrics, will generally no longer constitute a significant environmental effect under CEQA; and

WHEREAS, CEQA Guidelines section 15064.3 requires agencies to stop treating automobile delay/LOS as an environmental impact effective on July 1, 2020, though public agencies may elect to be governed by this section immediately; and

WHEREAS, the City of Montclair wishes to adopt the VMT thresholds of significance for determining the significance of transportation impacts that are recommended in an analysis conducted by the San Bernardino County Transportation Authority on behalf of its member jurisdictions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby adopts the following to comply with the provisions of SB 743:

1. Utilize the San Bernardino County Travel Demand Model (SBTAM) as its preferred methodology to measure VMT. This model includes all of the land use growth and roadway network improvements used to estimate travel in the region.
2. Utilize the San Bernardino County Travel Demand Model (SBTAM) as its preferred method to analyze individual projects VMT impact.
3. Utilize threshold-screening criteria as provided in Attachment B. If a project does not pass the initial screening test, then a full impact analysis would be required through the SBTAM model to determine if it has significant VMT impact.

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. 20-3281 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

DRAFT



CITY COUNCIL AGENDA REPORT

DATE: JULY 20, 2020

FILE I.D.: TAX495

SECTION: CONSENT - ADMIN. REPORTS

DEPT.: CITY MGR.

ITEM NO.: 10

PREPARER: A. PHILLIPS

SUBJECT: CONSIDER SETTING A PUBLIC HEARING FOR MONDAY, AUGUST 3, 2020, AT 7:00 P.M. TO CONSIDER FIRST READING OF ORDINANCE NO. 20-989 RELATED TO IMPOSING A ONE PERCENT DISTRICT NO. 2 TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION IF APPROVED BY THE VOTERS AT THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION

REASON FOR CONSIDERATION: The City Council is requested to consider setting a public hearing for Monday, August 3, 2020, at 7:00 p.m. to consider first reading of Ordinance No. 20-989 related to imposing a one percent District No. 2 Transactions and Use Tax to be administered by the State Board of Equalization if approved by the voters at the November 3, 2020 General Municipal Election.

The ordinance is currently being drafted by the City Attorney and will be available for review on or before the time the August 3, 2020 regular meeting agenda is published on Thursday, July 30, 2020.

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. At the conclusion of the 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.

At its June 17, 2019 meeting to consider adoption of the Fiscal Year 2019-20 Budget, the City Council directed the City Manager to explore options related to a potential transactions and use tax measure for consideration by Montclair voters for the purpose of improving the City's fiscal profile, maintaining essential public services, improving public safety services, continue developing the City's infrastructure, maintaining a program of paving roadways, improving traffic control and pedestrian safety, maintaining direct services to community residents, expanding and improving parkland, promoting community safety and appearance, and providing for the public health, safety and welfare.

At its October 7, 2019 meeting, the City Council approved Agreement No. 19-92 with Fairbank, Maslin, Maullin, Metz & Associates (FM3) for polling, educational, and outreach services to conduct a community issues survey. The survey was conducted the week of January 7 to 16, 2020, and the results were presented at a Council workshop held on February 18, 2020. At the end of their presentation, FM3 recommended that an additional "tracking survey" be conducted in order to provide an additional "snap shot" in time as to the view of the voters closer to the election, and the City Council directed staff to prepare a report related to presenting Montclair voters with a November 3, 2020, ballot measure regarding formation of a transactions and use tax district.

On June 1, 2020, the City Council received and filed the City Manager's report for a proposed November 3, 2020 ballot measure on District Tax No. 2 for the City of Montclair, approved Agreement No. 20-50 with Cerrell for community education and outreach services related to the ballot measure, and provided the City Manager with the direction to set the proposed tax rate at one percent.

On June 15, 2020, the City Council approved Agreement No. 20-57 with FM3 to conduct a tracking survey to allow the City to better understand how recent nationwide events including the ongoing pandemic and civil unrest have impacted voters' opinions and attitudes since the baseline survey was conducted. The presentation of the results of the survey are scheduled to be presented to the City Council at a workshop on July 20, 2020 prior to its regular meeting.

FISCAL IMPACT: Setting a public hearing in relation to Ordinance No. 20-989 would have no fiscal impact to the City's General Fund.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, August 3, 2020, at 7:00 p.m. to consider first reading of Ordinance No. 20-989 related to imposing a one percent District No. 2 Transactions and Use Tax to be administered by the State Board of Equalization if approved by the voters at the November 3, 2020 General Municipal Election.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	MCF175
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MCF
ITEM NO.:	11	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF THE PURCHASE OF A ONE-YEAR SUBSCRIPTION RENEWAL OF ZENGINE SOFTWARE THROUGH WIZEHIVE, INC. TO PROVIDE CLOUD APPLICATION SOFTWARE FOR THE MONTCLAIR TO COLLEGE PROGRAM		

REASON FOR CONSIDERATION: The Montclair Community Foundation (MCF) Board of Directors is requested to consider approval of the purchase of a one-year subscription renewal of Zengine software through Wizehive, Inc, to provide cloud application software for the Montclair to College (MTC) program.

BACKGROUND: The Montclair City Council serves as the MCF Board of Directors. The vision of MCF is to work collectively and collaboratively to strengthen services and enhance the quality of life for residents by promoting health, wellness and economic stability for all including the most vulnerable in our community. The mission of MCF is to guarantee a quality community for all by working together as diverse, committed individuals and organizations to make an impact that improves the overall well-being of the community.

Montclair to College, formerly Online to College, is a program of MCF. Every student that enrolls annually at Montclair High School and meets minimum requirements is offered a two-year scholarship to Chaffey College. At the Montclair Community Foundation Board Meeting on June 18, 2018, the MCF Board approved a two-year agreement for a subscription for the Zengine software through Wizehive, Inc. to provide a cloud application software for Montclair to College applicants. This online application system has allowed for streamlined communication with students and their families about their status in the program, requirements that are outstanding, and their eligibility to receive the scholarship at the end of their senior year at Montclair High School.

After two successful years of using the service, the Montclair Community Foundation would like to renew the service for another year. At the initiation of the agreement, staff solicited three bids for cloud application service. Based on proposals and meetings with three companies, Human Services Department staff along with the IT manager recommended utilizing the Wizehive software.

FISCAL IMPACT: Should the Montclair Community Foundation Board approve of the purchase of a one-year subscription renewal of Zengine software through Wizehive, Inc, to provide cloud application software for the Montclair to College (MTC) program., MCF will pay Wizehive, Inc, \$7,000 for the software license agreement for one year through grant funding and donations received for Montclair to College. The term of the subscription renewal is July 1, 2020, to June 30, 2021.

RECOMMENDATION: Staff recommends the Montclair Community Foundation Board approve the purchase of a one-year subscription renewal of Zengine software through Wizehive, Inc, to provide cloud application software for the Montclair to College program.



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	HSV020
SECTION:	CONSENT - AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	1	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 20-61 WITH MISHA L. PENN TO PROVIDE GRANT MANAGEMENT AND FISCAL COMPLIANCE SERVICES FOR THE HUMAN SERVICES DEPARTMENT		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 20-61 for contracted services with Misha L. Penn to provide grant management and fiscal compliance services for the Human Services Department.

BACKGROUND: Healthy Montclair is part of a countywide effort to improve the health and well-being of all county residents by creating healthy environments and promoting healthy life choices. In Montclair, the programs focus on improving access to physical activity, nutritious food and appropriate health care, in addition to serving as a resource for the community to learn about Montclair's healthy places to live, work, learn and play.

As part of the Healthy Montclair Initiative, the Human Services Department applies for and receives grant funding for various programs from private foundations, San Bernardino County, and the State of California – some of which include Federal Funding. For the past seven years, Misha Penn has supported the Human Services Department in its grant management and fiscal compliance. Misha Penn has a bachelor's degree in Business Administration and a combined 31 years of experience in contract management, grant compliance, program finance, and project implementation covering public, private, and non-profit sectors. Under this proposed contract services agreement, Misha L. Penn will continue to support the Human Services Department as an independent contractor.

FISCAL IMPACT: This contract position (\$24,000) will be funded with existing Human Services Department grant budgets. The funding for proposed Agreement No. 20-61 was allocated and approved within the fiscal year 2020-2021 Human Services Department budget. Should the City Council approve Agreement No. 20-61, there will be no adverse impact to the City's General Fund. The term of proposed Agreement No. 20-61 is July 1, 2020 through June 30, 2021.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 20-61 with Misha L. Penn to provide grant management and fiscal compliance services for the Human Services Department.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

HUMAN SERVICES - PROGRAM FISCAL AND CONTRACT COMPLIANCE

THIS AGREEMENT is made and effective as of July 1, 2020 between the City of Montclair, a municipal corporation (“City”) and Misha L. Penn, a California sole proprietor (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on July 1, 2020 and shall remain and continue in effect for a period of 12 months until tasks described herein are completed, but in no event later than June 30, 2021 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. This amount is subject to receipt of grant funding and shall not exceed \$24,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding

any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

(a) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless the City, its present and former officers, directors, employees, agents, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Consultant herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Consultant, including its subcontractors, employees, agents, and other persons or entities performing work for Consultant.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant shall contractually indemnify, defend and hold harmless the Indemnified

Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to Consultant’s officers, agents, representative, employees, independent Consultants, subconsultants/subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, caused by or arising out of all negligent acts or omissions, or intentional misconduct of Consultant, including its subconsultants/subcontractors, employees, agents and other persons or entities performing work for Consultant. Indemnification shall include any claim that Consultant, or Consultant’s employees or agents, are or may be considered and treated as employees of the City or are entitled to any employee benefits from City including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Consultant’s obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

(c) Subconsultants/subcontractors and Indemnification. Consultant agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subconsultant, Subcontractor, or other person or entity involved by, for, with, or on behalf of Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible for each and every Subconsultant, Subcontractor or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties as set forth above. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns, or heirs of Consultant and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties’ benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant’s officers, agents, representatives, employees, independent contractors, subconsultants or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

(e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Consultant. The indemnity obligations of Consultant shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact the City's rights to contribution from Consultant, or for the City to dispute Consultant's refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Consultant shall not be responsible for indemnification for claims or losses caused by the sole negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

(g) The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Consultant's indemnity obligation set forth in this Section 9 shall not be limited by the limits of any policies of insurance required or provided by the Consultant pursuant to this Agreement.

(h) The Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

10. INSURANCE

(a) **Types of Required Coverages**

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

- (1) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$100,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (2) **Workers' Compensation:** If applicable, Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
 2. Exclude "Contractual Liability"
 3. Restrict coverage to the "Sole" liability of consultant
 4. Exclude "Third-Party-Over Actions"
 5. Contain any other exclusion contrary to the Contract)
- (2) The policy or policies of insurance required by Section (a)(2) Workers' Compensation shall be endorsed, as follows:

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

(c) Notice of Cancellation

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

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers,

employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

(c) In regard to the professional services provided by Consultant and defined in Exhibit "A," City and Consultant specifically agree as follows:

- (1) While Consultant may perform certain services at the premises of City, Consultant is not required to do so and may perform services at her separate business location.
- (2) With the exception of agreed upon project completion dates and the agreement the Consultant will be available at reasonable business hours, the Consultant shall have the ability to set his/her own hours of operation.
- (3) Consultant represents that the services he/she performs under this Agreement are the same services Consultant is customarily engaged in his/her business. City acknowledges that Consultant does not perform services exclusively for City and that Consultant performs or is available to perform these same services to other clients.
- (4) Consultant will use his/her own discretion and independent judgment in the performance of the services rendered for City under the terms of this Agreement.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City’s right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having

such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

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

To Consultant: Misha L. Penn
808 Cloverview Drive
Glendora, CA 91741

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Misha L. Penn, shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONFIDENTIALITY

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

22. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR

CONSULTANT

By: _____
Javier John Dutrey, Mayor

By: _____
Misha L. Penn, Consultant

Attest:

By: _____
Andrea Phillips, City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

EXHIBIT A

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

- a) Share technical expertise and provide guidance to the Human Services staff on the basics of public and private contracting, contract administration, project management, cost control, and project scheduling.
- b) Support and advise Human Services staff on action planning including prioritization and identification of best practices to consider for department activities, projects, and grant-funded programs.
- c) Provide guidance and technical assistance for grant contract and subcontract compliance including requirements unique to state and federally-funded fixed price and cost reimbursement contract types, which may include but are not limited to the County of San Bernardino's Department of Aging and Adult Services, the California Office of Traffic Safety, the Southern California Association of Governments, as well as other private foundations.
- d) Provide guidance and technical assistance in drafting agreements/subcontracts and proper flowdown of contract requirements.
- e) Provide guidance and technical assistance for grant proposals/applications and grant fiscal reporting.
- f) Support preparation for grant contract administrative and fiscal compliance monitoring.
- g) Support and advise on short-term capacity building priorities for Human Services' staff.
- h) Support and advise on mid-term capacity building priorities for marketing, communications, training, adaptability to change, and basic infrastructure issues.

EXHIBIT B

Payment Schedule – Fiscal Year 2020/2021

<u>Month</u>	<u>Amount</u>
July	\$2,000.00
August	\$2,000.00
September	\$2,000.00
October	\$2,000.00
November	\$2,000.00
December	\$2,000.00
January	\$2,000.00
February	\$2,000.00
March	\$2,000.00
April	\$2,000.00
May	\$2,000.00
June	<u>\$2,000.00</u>
Total	\$24,000.00



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	ADM110-05
SECTION:	CONSENT - AGREEMENTS	DEPT.:	CITY MGR.
ITEM NO.:	2	PREPARER:	M. FUENTES
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 20-65 WITH CIVIC PUBLICATIONS, INC., TO PROVIDE PUBLIC EDUCATION AND COMMUNITY OUTREACH SERVICES		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 20-65 with Civic Publications, Inc., to provide public education and community outreach services. The City Council approves agreements for professional services.

A copy of proposed Agreement No. 20-65 with Civic Publications is attached for City Council review and consideration.

BACKGROUND: The City of Montclair periodically provides outreach services to the community through the publication of printed mailers that provide factual content directed at bringing public awareness to civic issues and community events.

In recent years, however, progressive and routine changes in technology have produced a population increasingly sophisticated and diverse in the way it consumes and accesses information. Today, these information sources have grown beyond traditional printed media to encompass and embrace digital formats that include the internet, social media, e-mail, texting, and smartphone application-based programs.

Civic Publications, Inc. (Civic) is a multimedia company located in La Verne that specializes in media, content development, and public outreach for public agencies. Civic works with public agencies to create, coordinate, and distribute public information to help bring awareness and understanding to complex issues on matters of civic importance. Civic prides itself in its ability to articulate city services, projects, and issues with facts, clarity, and transparency to achieve community awareness.

Civic is owned and operated by Chris Lancaster. Mr. Lancaster founded Civic to extend public affairs services to a wide range of government agencies, with expertise in transit, environmental, and public benefit messaging.

Prior to starting Civic, Mr. Lancaster worked as Director of Government Relations and New Business Development for the Los Angeles Newspaper Group, comprising eight daily newspapers in the Los Angeles and San Bernardino Counties with a daily readership of more than 1.6 million.

Mr. Lancaster has more than 15 years of experience managing public affairs content and media for Southern California public agencies, including municipalities, environmental agencies, transit agencies, and public safety agencies. Mr. Lancaster has also held public office, including election to the Covina City Council, and has been a candidate for state office. His years of public service provide a unique approach toward understanding how best to communicate to the public complex issues on matters of civic importance.

Publication Format

Civic has developed public education and awareness campaigns for numerous public agencies including the Sanitation Districts of Los Angeles County; Bureau of Sanitation of the City of Los Angeles; the cities of Vernon and Industry, municipal water districts; Los Angeles Metropolitan Transportation Authority; Los Angeles County Department of Public Works; Los Angeles County Sheriff's Department, and solid waste disposal companies. Civic has been engaged by the City in prior years to produce public educational and outreach materials.

Under proposed Agreement No. 20-65, public education and outreach may include updating the public on proposed development and public works projects, upcoming attractions and events, important advisory messages, public safety services, progress on transit development, City finances, grant applications, and any other relevant and important general government services information.

In order to fully achieve communications outreach with City residents and the business community, staff recommends utilizing services offered by Civic to include newsletter, e-mail, and digital display ad media formats and City website maintenance for related public outreach pages.

The scope of services included in proposed Agreement No. 20-65 includes the following: production, printing, and delivery of a 12-page newsletter; distribution of the newsletter by direct mail to every household in the City; provision of English and Spanish language electronic versions of the newsletter; and distribution of electronic versions of the newsletter to businesses and community members.

FISCAL IMPACT: Approval of Agreement No. 20-65 between the City of Montclair and Civic Publications, Inc., for public education and community outreach would result in a cost to the City of \$28,454.

The costs associated with Agreement No. 20-65 were incorporated in the Fiscal Year 2020-2021 Budget in the Administrative Services Department Budget for Publication and Advertising (Account No. 1001-4317-52090-400).

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 20-65 with Civic Publications, Inc., for public education and community outreach services.



CIVIC Publications, Inc.

Christopher W. Lancaster
Publisher

July 8, 2020

Edward C. Starr
City Manager
City of Montclair
5111 Benito St.
Montclair, CA 91763

Re: Agreement to produce newsletter

Dear Mr. Starr,

Pursuant to our conversation, submitted for your consideration is this agreement for Civic Publications Inc. to assist the City of Montclair with the development of its annual newsletter to be distributed to the residents of Montclair.

Civic Publications, Inc. provides communications outreach solutions for public agencies, providing factual content and bringing clarity to community and civic issues without advocating for or against any position. Our goal is to inform the public without persuasion.

The task of the newsletter is to explain city services, in a clear fashion, and build awareness of projects, decisions and funding so that Montclair residents can be informed. Effective communications solutions will cut through the complexity of city hall decisions and issues in the context of planning, specific projects, benefits and cost for decades to come.

The cost to develop a 12-page newsletter and distribute to the residents of Montclair is \$28,454.00. *See the attached agreement for a complete listing of the scope of services.*

Thank you for the opportunity to submit this agreement and I look forward to developing a cost-effective newsletter that meet the needs of the City and which serve the highest standards of the public interest.

Respectfully submitted,

Christopher W. Lancaster



CIVIC Publications, Inc.

Christopher W. Lancaster
Publisher

PUBLIC OUTREACH AGREEMENT

This agreement is between the City of Montclair and Civic Publications Inc.

This agreement confirms that the city of Montclair has acquired the services of Civic Publications Inc. to assist the City of Montclair with the development of a newsletter

Scope of services include:

1. Write, design, layout, print and deliver a 12-page newsletter.
2. Newsletter to be distributed by direct mail to every household, business and P.O. Box in the City of Montclair.
3. Provide an English and Spanish electronic version for the city website.
4. Distribute English electronic version of the newsletter to 22,000 email addresses within the city of Montclair.

Total cost for services \$28,454.00

Civic Publications, Inc. agrees to provide all services listed in this agreement, and the City of Montclair agrees to pay Civic Publications, Inc. a total of \$28,454.00

All terms of this agreement to be fulfilled by November 2020.

July 8, 2020

Civic Publications, Inc. Date

Javier John Dutrey, Mayor Date
City of Montclair

ATTEST:

Andrea M. Phillips, City Clerk



CITY COUNCIL AGENDA REPORT

DATE:	JULY 20, 2020	FILE I.D.:	SEW125
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	PUBLIC WORKS
ITEM NO.:	1	PREPARER:	M. PEREYDA
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 20-3280 FOR THE COLLECTION OF SEWER STANDBY ASSESSMENT FEES ON VACANT PROPERTIES		

REASON FOR CONSIDERATION: Ordinance No. 84-592 requires the collection of Sewer Standby Assessment Fees on vacant properties. The fees are collected through an assessment on the vacant parcel by the County Treasurer-Tax Collector's Office. The City Council is requested to adopt Resolution No. 20-3280 in order to reevaluate the list of vacant properties.

BACKGROUND: In 1984, the City Council adopted Ordinance No. 84-592, requiring collection of Sewer Standby Assessment Fees from owners of vacant properties adjacent to the City Sewer System. Sections 9.20.400 and 9.20.410 of the City of Montclair Municipal Code dictate that a list of vacant properties be prepared and that Sewer Standby Assessment Fees be calculated for each parcel annually.

The assessment is \$2.35 monthly or \$28.20 annually, per vacant lot. The charges listed in Resolution No. 20-3280 are the annual charges for each listed parcel. The fees are collected by the San Bernardino County Treasurer-Tax Collector's Office on the property tax bill for each parcel. The Sewer Standby Assessment Fees are collected to cover the capital costs, cost of maintenance, and cost of operation of the City of Montclair Sewer System.

Staff has prepared Resolution No. 20-3280, setting Sewer Standby Assessment Fees on an updated list of vacant properties with access to the City Sewer System. Upon adoption, the Resolution will be forwarded to the San Bernardino County Treasurer-Tax Collector's Office so these fees may be included in the Fiscal Year 2020-21 tax billing.

FISCAL IMPACT: Adoption of Resolution No. 20-3280 would permit the City to collect the outstanding amount of \$507.60 in revenue for the Sewer Fund.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 20-3280 for the collection of Sewer Standby Assessment Fees on vacant properties.

RESOLUTION NO. 20-3280

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR SETTING SEWER STANDBY ASSESSMENTS ON VACANT PROPERTIES HAVING ACCESS TO THE CITY SEWER SYSTEM

WHEREAS, the City Council of the City of Montclair has adopted Ordinance No. 84-592 establishing Sewer Standby Assessments to be collected from vacant properties having access to the City Sewer System; and

WHEREAS, the City Council has determined the Sewer Standby Assessment should be collected as part of the annual general County tax bill; and

WHEREAS, the Sewer Standby Assessments are collected to exclusively finance the capital costs, cost of maintenance, and cost of operation for the City Sewer System.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby establishes Sewer Standby Assessments on the following vacant properties:

<i>Assessor's Parcel Number</i>	<i>Sewer Standby Assessment</i>	<i>Assessor's Parcel Number</i>	<i>Sewer Standby Assessment</i>
1007-393-04	\$28.20	1008-171-05	\$28.20
1008-011-14	\$28.20	1008-601-69	\$28.20
1008-011-15	\$28.20	1008-601-70	\$28.20
1008-011-16	\$28.20	1009-471-06	\$28.20
1008-021-01	\$28.20	1011-052-25	\$28.20
1008-021-02	\$28.20	1009-521-01	\$28.20
1008-171-02	\$28.20	1011-334-05	\$28.20
1008-171-03	\$28.20	1011-621-06	\$28.20
1008-171-04	\$28.20	1012-101-18	\$28.20
Total Number of Parcels:		18	
Total Assessment:		\$507.60	

BE IT FURTHER RESOLVED that the City Council of the City of Montclair, by adoption of this Resolution, requests the San Bernardino County Treasurer-Tax Collector's Office to collect the Sewer Standby Assessment listed here at the time of collection of the Fiscal Year 2020-21 taxes.

BE IT FURTHER RESOLVED that the City Clerk shall transmit a certified copy of this Resolution to the Treasurer-Tax Collector's Office of San Bernardino County requesting collection of the Sewer Standby Assessment.

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. 20-3280 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, 20XX, 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

DATE: JULY 20, 2020

FILE I.D.: GRT050

SECTION: CONSENT - RESOLUTIONS

DEPT.: COMMUNITY DEV.

ITEM NO.: 2

PREPARER: C. CALDWELL

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 20-3282 APPROVING AGREEMENT NO. 20-66, THE FIRST AMENDMENT TO AMENDED AND RESTATED COOPERATION AGREEMENT NO. 14-21 WITH THE COUNTY OF SAN BERNARDINO FOR THE CONTINUED ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

CONSIDER AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT NO. 20-66 AND ALL SUBSEQUENT RELATED DOCUMENTS INCLUDING ANY NECESSARY AMENDMENTS TO COMPLY WITH AND IMPLEMENT FEDERAL REQUIREMENTS

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 20-3282 approving Agreement No. 20-66, the first amendment to amended and restated Cooperation Agreement No. 14-21 with the County of San Bernardino for the continued administration of Community Development Block Grant (CDBG) funds, and to authorize the City Manager to execute Agreement No. 20-66 and all subsequent related documents including any necessary amendments to comply with and implement federal requirements.

Copies of the original Agreement No. 14-21 and the 2017 and 2020 Certificates to Participate are attached for the City Council's review and information.

Copies of Resolution No. 20-3282 and Agreement No. 20-66 are attached for the City Council's review and consideration.

BACKGROUND: Montclair is not a direct recipient of CDBG funding from the federal government because its population is less than 50,000. The City is, however, able to participate in the CDBG program by joining as a Cooperative City with the County of San Bernardino. Federal guidelines permit "Urban Counties," such as the County of San Bernardino, to enter into Cooperation Agreements for this purpose. Cities receive the CDBG funds directly from the County. The City of Montclair and the County of San Bernardino have operated under this arrangement for approximately 40 years.

The County of San Bernardino has been required by the U.S. Department of Housing and Urban Development (HUD) to enter into a new Cooperation Agreement with participating cities for the administration of CDBG funds every three years. However, Agreement No. 14-21 included a provision that allowed for subsequent automatic renewals unless the City opted out of participating in the CDBG program. On March 30, 2020, staff executed and submitted to the County the City's *Intent to Continue to Participate Certificate* extending the City's participation until FY 2022-23. The County has since advised staff that HUD is requesting amendments to the Cooperative Agreement. Proposed Resolution No. 20-3282 approves the amendments and authorizes the City Manager to execute the First Amendment to the Amended and Restated Cooperative Agreement and all associated and future documents, including any necessary amendments, to comply with and implement subsequent HUD notices.

FISCAL IMPACT: The City is estimated to receive from \$900,000 to \$950,000 over the term of this agreement (through FY 2022-23). This amount includes the anticipated \$202,733 CDBG-CV one-time allotment to address the COVID-19 public health crisis.

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

1. Adopt Resolution No. 20-3282 approving Agreement No. 20-66, the first amendment to amended and restated Cooperation Agreement No. 14-21 with the County of San Bernardino for the continued administration of Community Development Block Grant Funds
2. Authorize the City Manager to execute Agreement No. 20-66 and all subsequent related documents including any necessary amendments to comply with and implement federal requirements

COOPERATION AGREEMENT FOR

HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT AND PLANNING GRANTS
FOR FISCAL YEARS 2015-16, 2016-17, 2017-18 AND SUBSEQUENT AUTOMATIC RENEWALS,
UNLESS TERMINATED

This Agreement is made and entered into this 7th day of April, 2014, by and between the County of San Bernardino, of the State of California, hereinafter referred to as "COUNTY", and the City of Montclair, a City within COUNTY, hereinafter referred to as "CITY".

WHEREAS, U.S. Department of Housing and Urban Development, hereinafter called HUD, provides Community Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) #14.218, HOME Investment Partnership, CFDA #14.239, and Emergency Solutions Grants, CFDA #14.231, funds and other grants directly to qualified Metropolitan Cities, and Urban Counties via their Community Planning and Development (CPD) Division; and

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter referred to as ACT, provides that Community Development Block Grant, hereinafter referred to as "CDBG", funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, Title II of this Act created the HOME Investment Partnership Program, hereinafter called "HOME", that provides funds to states and local governments for the purpose of increasing the number of affordable housing opportunities for low- and moderate income families; and

WHEREAS, the Congress of the United States provides funding for the Emergency Solutions Grant Program, hereinafter called "ESG", for the purpose of assisting individuals and families in quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness; and

WHEREAS, this Cooperation Agreement covers CDBG, HOME, ESG and other HUD entitlement grants; and

WHEREAS, COUNTY is a qualified Urban County and hereinafter COUNTY PROGRAM will refer to the COUNTY's CDBG, HOME, ESG and other HUD grants program as well as to the legislation and regulations that created and funded these programs; and

WHEREAS, HUD requires Metropolitan Cities and Urban Counties to re-qualify every three (3) years in order to receive an allocation of various grant funds from HUD; and

WHEREAS, CITY and COUNTY both desire for CITY to continue to be a part of COUNTY PROGRAM so both entities can benefit from increased efficiencies through economies of scale created by having the City's funding allocation of these grants be added and be a part of the COUNTY PROGRAM for 2015-16, 2016-17, 2017-18 and every three (3) years thereafter; and

WHEREAS CITY and COUNTY agree that COUNTY shall be solely responsible for administering, managing and directing COUNTY PROGRAM including but not limited to the preparation of the Consolidated Plan that is required to be submitted to HUD in order for COUNTY to have access to COUNTY PROGRAM funds and as such COUNTY has final authority for selecting activities that will be funded with COUNTY PROGRAM funds and;

WHEREAS, the execution of this Cooperation Agreement, hereinafter referred to as AGREEMENT, is necessary in order to meet the desires of both CITY and COUNTY of having CITY be a part of COUNTY PROGRAM.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. GENERAL

This AGREEMENT gives COUNTY authority to undertake or assist in undertaking activities starting on July 1, 2015 for Fiscal Years 2015-2016, 2016-17, 2017-18, which will be funded from COUNTY PROGRAM funds, which will include CITY's funding allocations, and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking community renewal and affordable housing activities. This AGREEMENT shall automatically renew for a new three (3) year-period every time COUNTY re-qualifies as an Urban County, (which is every three (3) years), until such time as the City Council for the City of Montclair or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of the preceding three-year term. This AGREEMENT covers all COUNTY PROGRAM funds and other associated grants administered by HUD through its CPD Division or its successor.

By executing this AGREEMENT, CITY understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the term of this AGREEMENT, and CITY may not participate in a HOME consortium other than COUNTY HOME program regardless of whether COUNTY receives a HOME formula allocation.

The purpose of the Delegate Agency Agreement, which accompanies this AGREEMENT (Exhibit 1), and subsequent ATTACHMENTS, is to enable CITY to implement projects and or programs funded with CDBG funds as described in SECTION 14.

2. TERM

The term of this AGREEMENT shall be for fiscal years 2015-16, 2016-17, 2017-18 and shall commence as of July 1, 2015. This AGREEMENT will subsequently automatically renew when COUNTY re-qualifies as an Urban County for the next three (3) year period and therefore a new three (3) year term of this AGREEMENT will begin at that time. The first of these automatic three (3) year term renewals will occur at the beginning of fiscal year 2018-2019 (July 1, 2018) and every three (3) years thereafter unless an earlier date of termination is fixed by HUD pursuant to COUNTY PROGRAM or until such time as the City Council for the City of Montclair or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of a 3-year term. This AGREEMENT shall remain in effect until all COUNTY PROGRAM grant funds covered under the terms of this AGREEMENT, and any program income generated from the expenditure of such funds, are expended, and the funded activities are completed. This AGREEMENT may not be terminated or withdrawn by the parties for any circumstance or reason during the term of this AGREEMENT.

In order for the automatic renewal provisions of this AGREEMENT to be approved, HUD mandates that this AGREEMENT includes a stipulation that requires CITY and COUNTY to adopt any amendment(s) necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice and that such failure to comply will void the automatic renewal for such qualification period.

In addition, as part of the Urban County re-qualification process the COUNTY goes through every three (3) years, COUNTY will notify CITY, via a letter, that CITY has the ability to terminate this AGREEMENT and not be included as part of the submission by COUNTY to HUD for re-qualifying as an Urban County for the

subsequent three (3) year qualification period. CITY agrees to send a timely response letter to COUNTY stating its intentions to either continue to be a part the COUNTY PROGRAM or to elect to terminate this AGREEMENT and not be a part of the COUNTY's upcoming submission to HUD to re-qualify as an Urban County for the subsequent three (3) year period.

The COUNTY will submit to HUD the letter notifying CITY of its ability to terminate this AGREEMENT as well as the CITY's response letter. COUNTY will also submit to HUD a written legal opinion provided by COUNTY Counsel stating that the terms and provisions continue to be authorized under state and local law and that the AGREEMENT continues to provide full legal authority for COUNTY.

This automatic renewal procedure will remain the same even if the CITY is recognized by HUD as a Metropolitan City and therefore could receive CDBG funds directly from HUD.

The CITY will provide either CITY Council minutes approving the CITY being a part of the COUNTY Urban County program and to the automatic renewal procedure.

3. PREPARATION OF APPLICATION

COUNTY, by and through its Economic Development Agency (EDA), subject to approval of the COUNTY Board of Supervisors, shall be responsible for preparing and submitting to HUD all necessary applications for the COUNTY PROGRAM entitlement grants. This duty shall include the preparation and processing of COUNTY Housing, Community and Economic Development Needs Identification Report, Citizen Participation Plans, the County Consolidated Plan, and other related items associated with COUNTY PROGRAM grants which satisfy its associated application requirements and regulations. All documents will include information provided by CITY.

4. COMPLIANCE WITH FINAL PROGRAMS AND PLANS

COUNTY and CITY shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of COUNTY PROGRAM and their regulations and approved by HUD.

5. COMPLIANCE WITH LEGISLATION AND REGULATIONS

COUNTY and CITY shall comply with all applicable requirements of COUNTY PROGRAM and associated regulations, in utilizing grant funds under legislation that created and govern these grants, and shall take all actions necessary to assure compliance with COUNTY certifications required by Section 104(b) of Title I of ACT, as amended regarding the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of Title I of ACT which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Fair Housing Act, and affirmatively furthering fair housing and other applicable federal laws. CITY agrees that CDBG and HOME funding for activities in or in support of CITY are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or impedes COUNTY actions to comply with its fair housing certification. CITY may be required to demonstrate how it complies with the fair housing requirement. To ensure compliance with applicable regulations, CITY agrees to adhere to the Delegate Agency Agreement which is Exhibit 1 of this AGREEMENT and the accompanying Attachments.

In order for COUNTY to avoid the risk of losing CDBG funds as a result of CITY not spending CITY CDBG funds in a timely manner as required by the ACT, COUNTY and CITY both agree that COUNTY has the authority to transfer CITY CDBG funds to any CDBG-eligible project/program at COUNTY's sole discretion if CITY is not spending its CDBG funds in a timely manner. Prior to transferring CITY CDBG funds, COUNTY will notify CITY in writing that CITY is at risk of not meeting this timeliness requirement and therefore COUNTY will transfer CITY CDBG funds if timeliness is not met. As referred to in SECTION 10

DISPOSITION OF FUNDS, CITY and COUNTY both agree that CITY CDBG funds will be spent, to the greatest extent feasible in a manner CITY desires but COUNTY shall have the final and sole decision as to how CITY CDBG funds are spent.

Furthermore, CITY hereby covenants by and for itself, its successors and assigns, and all persons claiming under or through it that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of any project funded by HOME or CDBG funds, nor shall CITY itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in any project funded as a result of this AGREEMENT.

The CITY shall refrain from restricting the rental, sale or lease of any project funded as a result of this Agreement on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person.

6. CONFLICT OF INTEREST

CITY shall comply with all applicable federal and state laws, regulations and policies governing conflict of interest, including State conflict of interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., Federal conflict of interest regulations found in 24 CFR 570.611, 85.36, and 84.42, and any other applicable policies, rules and regulations related to conflict of interest.

Any person who is an employee, agent, consultant, officer, elected or appointed official of the CITY, who exercises any functions or responsibilities with respect to COUNTY PROGRAM funded activities identified in this AGREEMENT and who is in a position to participate in a decision-making process or gain inside information with regard to activities identified in this AGREEMENT, may not obtain a financial interest or benefit from the COUNTY PROGRAM assisted activities identified in this AGREEMENT or any related agreement, subcontract, or contract, either for themselves, an immediate family member or business partner, during his/her tenure. CITY shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

7. POLICIES

CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

8. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this AGREEMENT, resulting from the negligent acts, errors or omissions of the CITY, its authorized officers, employees, agents or volunteers, including, but not limited to, such liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this AGREEMENT were improperly expended.

COUNTY agrees to indemnify, defend and hold harmless CITY, its officers, agents, volunteers, and employees, from any and all claims, actual losses, damages and or liability that may result from the

negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents, or volunteers.

9. SELF-INSURANCE

The CITY and the COUNTY are authorized self-insured public entities for purposes of general liability, automobile liability, professional liability and workers' compensation. CITY and COUNTY warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against any liabilities arising out of their performance regarding the terms and conditions of this AGREEMENT.

10. DISPOSITION OF FUNDS

Unless prohibited by Federal Regulations, COUNTY and CITY agree that, to the greatest extent feasible, CDBG funds will be allocated by COUNTY to CITY out of the funds received pursuant to ACT, according to its proportional demographics, for activities and/or projects prioritized by CITY to alleviate its identified community development needs eligible under ACT. COUNTY, through its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under ACT and other related grants and for selecting the projects for which such funds shall be used. Both parties agree that COUNTY has the authorization to redistribute such funds when said projects are not implemented in a timely manner as described in SECTION 5, COMPLIANCE WITH LEGISLATION AND REGULATIONS.

HOME funds will be allocated by COUNTY to Developer(s) based on a competitive Notice of Funding Available process to address affordable housing needs by funding activities that are eligible under HOME regulations and COUNTY, by its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under the HOME program as well as the other COUNTY PROGRAM funds and for selecting the projects for which such funds shall be used.

COUNTY shall be compensated for administering COUNTY PROGRAM and other related grants by utilizing allowable planning and administrative fee(s) and a project implementation fee.

11. DISPOSITION OF PROGRAM INCOME

CITY shall inform COUNTY regarding any income generated by the expenditure of COUNTY PROGRAM funds received by CITY. All said income, even if it is received after this AGREEMENT has expired, shall promptly be paid to COUNTY. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income; CITY is required to keep appropriate records and provide reports to COUNTY regarding program income. In the event of COUNTY PROGRAM funds close-out or change in status of CITY under COUNTY PROGRAM funds, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income. Any income generated from the disposition or transfer of real property subsequent to any such close-out or change of status shall promptly be paid to COUNTY.

12. DISPOSITION OF REAL PROPERTY

This section sets forth the standards which shall apply to real property acquired or improved in whole or in part using CDBG and HOME funds that are allocated to (within the control of) CITY. Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, CITY shall notify COUNTY and obtain authorization for said modification or change. CITY shall reimburse COUNTY with non-CDBG and non-HOME funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME

funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use, which does not qualify under CDBG and HOME regulations.

13. EFFECTIVE DATES

This AGREEMENT shall be effective initially for all purposes for the period beginning July 1, 2015 and ending June 30, 2018. Thereafter, commencing July 1, 2018, this AGREEMENT will automatically renew for three-year periods every three (3) years, when the COUNTY re-qualifies as an Urban County, until such time as the CITY or COUNTY elects to terminate the AGREEMENT at the conclusion of the preceding term. This AGREEMENT will be executed by COUNTY and CITY, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

14. OTHER AGREEMENTS

Pursuant to federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in federal regulations at 24 CFR 570.503 and other related regulations. COUNTY and CITY as part of this AGREEMENT are also entering into a Delegate Agency Agreement (which is Exhibit 1 of this AGREEMENT) and accompanying ATTACHMENTS, for the purpose of having CITY implement CDBG-funded projects and or programs. COUNTY and CITY both agree it would be more effective and efficient if CITY implements projects and or programs funded with CITY CDBG funds. The purpose and intent of the Delegate Agency Agreement is to create a mechanism whereby COUNTY delegates its authority, under its Urban County agreement with HUD to CITY, thereby enabling CITY to implement projects and programs funded with CITY CDBG funds while the COUNTY ensures all associated rules and regulations are followed. Prior to disbursing any CDBG funds to CITY, COUNTY, shall execute and adhere to the Delegate Agency Agreement and related documents with CITY. Said agreement shall remain in effect during any period that CITY has control over CDBG funds, including program income.

The Delegate Agency Agreement provides a detailed account of the policies and procedures on how a project is officially assigned by COUNTY to the CITY for implementation and the steps that need to be completed by both CITY and COUNTY (above and beyond the approval of this AGREEMENT) prior to any obligation or expenditure of funds whereby the CITY will seek reimbursement from COUNTY. Any obligation and or expenditure made by CITY without the expressed written approval by COUNTY may result in CITY not being able to utilize CDBG funds.

15. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This AGREEMENT may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government

pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

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Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

COUNTY OF SAN BERNARDINO

CITY OF MONTCLAIR

By Janice Rutherford
Janice Rutherford, Chair, Board of Supervisors

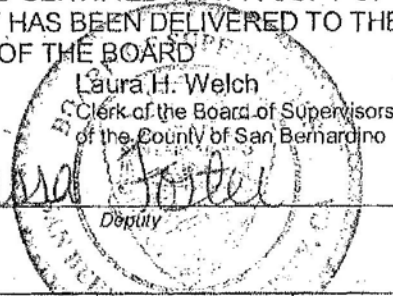
By Paul M. Eaton
(Authorized signature - sign in blue ink)

Dated: JUN 17 2014

Name: Paul M. Eaton
(Print or type name of person signing contract)

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

Title: Mayor



Dated: 4.8.14
(Print or Type)

By Alissa Foster

Address P.O. Box 2308, Montclair, CA 91763

Approved as to Legal Form
By Michele T. Johnson
County Counsel
Date 6-3-14

Reviewed by Contract Compliance
By Arthur J. Milin
Date 6-3-2014

Presented to BOS for Signature
By Gene Fungo
Department Head
Date 6-3-14



Community Development & Housing Agency
Community Development and Housing

Denz Fuentes
Deputy Executive Officer

Gary Hallen
Director

February 24, 2017

Mrs. Christine Caldwell, Assistant Director Redevelopment
City of Montclair
P.O. Box 2308
Montclair, CA 91763-2808

RE: FISCAL YEARS (FY) 2018-2019, 2019-2020, 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT, HOME AND EMERGENCY SOLUTIONS GRANT (ESG) PARTICIPATION

Dear Mrs. Caldwell:

Every three (3) years, the County of San Bernardino (County) re-qualifies with the U.S. Department of Housing and Urban Development (HUD) to receive Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant (ESG) funds. During the past three (3) years, the City of Montclair has participated with the County in these programs under a Cooperation Agreement and a Delegate Agency Agreement (Agreements). As part of these executed Agreements an automatic renewal was incorporated. This means the Agreements will automatically renew when County re-qualifies as an Urban County for the next three (3) year period beginning on July 1, 2018 and every three years thereafter, unless HUD, City Council or San Bernardino County Board of Supervisors elect to terminate the Agreements.

As a partner in the County's programs, the County provides benefits to the City. These benefits include the ability of your City to identify its own project funding priorities, while the County of San Bernardino assumes the responsibility of the administrative components of the programs. Further, as part of that responsibility, the County prepares and submits all grant related documents; assists in complying with all federal regulations for implementing grant funded projects; meet HUD housing requirements, including fair housing; implement HUD mandated programs and financial systems; and, coordinate with federal monitors and inspectors on program and project performance and compliance.

The HUD instructions stipulate that during the three (3) year period in which a city participates in an Urban County CDBG program, the city will not be eligible to apply for grants under the Small

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Fifth District

Executive Office
County Administration Center

Cities or State CDBG programs, and may only participate in the HOME Program through the Urban County. Those cities deciding not to participate in the County's program may apply to the State of California under its competitive Small Cities CDBG Program.

Cities who also participate in the HOME Consortium benefit from the availability of HOME funds, which would otherwise be redistributed by HUD nationally. Membership in the San Bernardino County HOME Consortium also ensures that HOME funds are made available for use in your jurisdiction for the development of affordable housing as well as provides a greater allocation of funds to be used in San Bernardino County.

As part of the Urban County re-qualification process HUD requires that the County notify the City, via a letter, that City has the ability to either continue or terminate the Agreements. If the City desires to continue as part of the County's CDBG, HOME, and ESG Program for FY 2018-19, 2019-2020, 2020-21, the City must complete the attached "Intent to Participate Certificate", have it signed by the City Manager, and mail it back to Community Development and Housing by **March 31, 2017**. Should the City wish to terminate the Agreements, HUD requires that the City must notify the County and HUD by **March 31, 2017** via a letter and City Council Minutes approving the cancellation of the Agreements.

The County has enjoyed a positive and cooperative relationship with your staff in implementing the grant programs over the years. I look forward to continuing our cooperative venture over the next three (3) years. Please call me or Gary Hallen, Deputy Director, at (909) 387-4351 if you have any questions about the Agreements or the joint recipient process.

Sincerely,



BRYAN ANDERSON, Supervising ECD Analyst

BA/aj

Attachments

cc: Gary Hallen, Director
Edward C. Starr, City Manager

**San Bernardino County
Community Development Block Grant (CDBG)
Cooperating City
Intent to Participate Certificate**

The City of Montclair does hereby intend to participate in the County of San Bernardino Consortium for:

CDBG Program Participant for 2018-2021. In addition, The City also agrees to adhere to the automatic renewal process contained in the 2015-2018 Cooperation/Delegate Agency Agreement between the City and the County of San Bernardino

The City understands that Housing and Urban Development (HUD) regulations stipulate that during the three (3) year period in which a city participates in an Urban County CDBG program, the City will not be eligible to apply for grants under the Small Cities or State CDBG programs, and may only participate in the HOME Program through the Urban County.

This Certificate is intended to satisfy the HUD statutory requirement to notify the County and HUD of its intent to participate in San Bernardino County's Consortium.

Approved By:

Edward Q. Stara

Print Name

CITY MANAGER

Title

[Signature]
Signature

3/16/2017
Date

Please return the executed Certificate no later than **March 31 2017**, to:

Department of Community Development and Housing
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0043
Attention: Bryan Anderson, Supervising CDH Analyst
banderson@cdh.sbcounty.gov

A fax or scanned emailed copy followed by a signed original is acceptable:

Phone No. (909) 387-4351
Fax No. (909) 387-4415



Community Development & Housing Agency
Community Development & Housing

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

March 5, 2020

Edward Star
City Manager
City of Montclair
P.O. Box 2308 • 5111 Benito Street
Montclair, CA 91763-2808

Re: Requalifying as an Urban County with the federal Department of HUD

Dear Mr. Star,

San Bernardino County (County) is currently in the process of requalifying as an Urban County with the federal Department of Housing and Urban Development (HUD) for the upcoming fiscal years of 2021-2022 through 2023-24. As a qualified Urban County, the County receives various federal grants, such as the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and the Emergency Solutions Grant (ESG). These programs are administered by the Community Development and Planning (CPD) division of HUD.

Your city is currently a part of the County's Urban County program. Per our existing Cooperation/Delegate Agency Agreement (Agreement), the County is required to notify the City of its ability to terminate the Agreement and no longer participate in the County's program and not be a part of the County's requalification process.

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Chairman, Fourth District

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Vice Chair, Fifth District

Gary Hallen
Executive Officer

Requalifying as an Urban County with the federal Department of HUD
March 5, 2020
Page 2 of 2

If the City desires to continue to be a part of the County's program, please complete the attached CDBG Cooperating City Intent to Participate Certificate and mail it back to the County. If the City wishes to no longer be a part of the County's program, please provide a letter, no later than by March 26th, 2020, to the County stating that the City desires to terminate the Agreement and not be included in the County requalification process.

If there are any questions, comments or additional information is needed, please feel free to call me at (909) 387- 4411 or Bryan Anderson, Supervising Analyst, at (909) 387-4351.

GARY HALLEN, Director
Department of Housing and Community Development

Attachment

Cc: Christine Caldwell

**San Bernardino County (County)
CDBG Cooperating City
Intent to Continue to Participate Certificate**

The City of Montclair (City) does hereby acknowledge that they have been notified of their ability to terminate their Agreement with the County and not be included as part of the County's process of requalifying as an Urban County with the federal Department of Housing and Urban Development (HUD). The City has chosen to continue to partner with the County and desires to be included in the County's Urban County Program (Consortium).

Continuing CDBG Program Participant for 2021-2024.

The City understands that HUD regulations stipulate that during the three (3) year period in which a city participates in an Urban County CDBG program, the City will not be eligible to apply for grants under the Metropolitan, Small Cities or State CDBG programs, and may only participate in the HOME Program through the Urban County.

This Certificate is intended to satisfy the HUD statutory requirement of the City to notify the County and HUD of its intent to participate in the County's Consortium.

Approved By:

CHRISTINE CALDWELL

Print Name

DEPUTY DIR OF ECONOMIC & COMMUNITY DEVELOPMENT

Title

Christine Caldwell

Signature

3/30/2020

Date

*Please return the executed Certificate no later than **March 26, 2020**, to:*

*Department of Community Development and Housing
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0043
Attention: Bryan Anderson, Supervising CDH Analyst
banderson@cdh.sbcounty.gov*

A Fax or E-mail followed by a signed original is acceptable:

Phone No. (909) 387-4351
Fax No. (909) 387-4415

RESOLUTION NO. 20-3282

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AGREEMENT NO. 20-66, THE FIRST AMENDMENT TO THE AMENDED AND RESTATED COOPERATION AGREEMENT NO. 14-21 WITH THE COUNTY OF SAN BERNARDINO FOR HOUSING AND URBAN DEVELOPMENT, COMMUNITY DEVELOPMENT, AND PLANNING GRANTS FOR FISCAL YEARS 2015-16, 2016-17, 2017-18 AND SUBSEQUENT AUTOMATIC RENEWALS UNLESS AND UNTIL TERMINATED

WHEREAS, the County of San Bernardino (County) has been designated as an “Urban County” by the United States Department of Housing and Urban Development (HUD) as defined in Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383); and accordingly, the County has developed a community development plan and program, which is set forth in the County’s application for federal assistance under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Montclair (City) agrees the County of San Bernardino (County) shall be solely responsible for administering, managing, and directing the County’s program including, but not limited to, the Community Development Block Grant (CDBG) program; and

WHEREAS, the City and the County entered into Agreement No. 14-21, a Cooperative Agreement for Housing and Urban Development (HUD) and Planning Grants for Fiscal Years 2015-16, 2016-17, 2017-18 and subsequent automatic renewals, unless terminated, hereinafter referred to as “Agreement;” and

WHEREAS, the amendment does not impact the Cooperative Agreement between the City and the County for the current Fiscal Year 2020-21; and

WHEREAS, the City will remain a Continuing CDBG Program Participant for Fiscal Years 2021-22, 2022-23 and 2023-24 through an automatic renewal of the Agreement approved by the City Council on April 8, 2014; and

WHEREAS, pursuant to the Section 2 of the Agreement, the City and County can adopt amendments necessary to meet the requirements for cooperation agreements set forth in a HUD Urban County Qualification Notice; and

WHEREAS, HUD has notified the County that the Agreement must be amended to include provisions in Notice CPD-20-03; and

WHEREAS, the amendment goes into effect Fiscal Year 2021-22 through Fiscal Year 2023-24; and

WHEREAS, the City desires to continue to participate in the County CDBG program and understands the amendment to the Agreement is necessary for the City’s continued participation in the program; and

WHEREAS, the Agreement is amended to include the following:

Section 2 of the Agreement is hereby amended to include the following:

By the date specified in HUD’s Urban County Qualification Notice for the next qualification period, the County will notify the City in writing of its right not to participate and that such notice will be sent to the HUD Field Office by the date specified in the Urban County Qualification Notice schedule. If the City elects not to participate in a new qualification period, it must provide written notice to the County and send a copy of that notice to the HUD Field Office.

Section 5 of the Agreement is hereby amended to include the following:

The County and the City obligate themselves to take all actions necessary to assure compliance with the County’s certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a). The County and the City obligate themselves to comply with section 109 of

Title I of the Housing and Community Development Act of 1973, of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws. The County will prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.

Section 16 of the Agreement is hereby added to the Agreement as follows:

The City understands that it may receive a formula allocation under the ESG Program only through the urban county.

Section 17 of the Agreement is hereby added to the Agreement as follows:

The County has authorized its Chief Executive Officer to execute all documents, including any necessary Amendments, to comply with, and implement, HUD CPD Notices. The City has authorized its City Manager to execute all documents, including any necessary Amendments, to comply with, and implement, HUD CPD Notices.

Section 18 of the Agreement is hereby added to the Agreement as follows:

The County and City have each caused this Agreement to be authorized by its respective duly authorized officers, on its behalf.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby authorize the City Manager to execute Agreement No. 20-66, the First Amendment to the Amended and Restated Cooperation Agreement No. 14-21 with the County of San Bernardino for Housing and Urban Development Community Development and Planning Grants for Fiscal Years 2015-16, 2016-17, 2017-18 and subsequent automatic renewals unless and until terminated, and all documents, including any necessary Amendments, to comply with, and implement, HUD CPD Notices and other requirements.

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. 20-3282 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

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

Community Development and Housing

Department Contract Representative	Bryan Anderson, Supervising Analyst
Telephone Number	(909) 387-4351
Consultant	City of Montclair
Consultant Representative	Christine Caldwell
Telephone Number	(909) 625-9413
Contract Term	2015-2018;2018-2021
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A

FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT

This First Amendment to the Amended and Restated Cooperation Agreement is made and entered into by and between the County of San Bernardino, of the State of California, hereinafter to as "COUNTY," and the City of Montclair , a city within the COUNTY, hereinafter referred to as "CITY."

WHEREAS, the COUNTY and the CITY entered into that Amended and Restated Cooperation Agreement for Housing and Urban Development Community Development and Planning Grants for Fiscal Years 2015-16, 2016-17, 2017-18 and Subsequent Automatic Renewals, Unless Terminated, Contract No. 14-408 , hereinafter referred to as "Agreement."

WHEREAS, pursuant to Section 2 of the Agreement, the CITY and COUNTY can adopt amendments necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice.

WHEREAS, the United States Department of Housing and Urban Development has notified the COUNTY that the Agreement must be amended to include provisions in Notice CPD-20-03.

WHEREAS, to implement and effectuate the provisions in Notice CPD-20-03, the COUNTY and CITY desire to enter into this First Amendment to the Amended and Restated Cooperation Agreement, hereinafter referred to as "First Amendment."

NOW, THEREFORE, the COUNTY and CITY hereby agree that the Agreement is amended as follows effective July 1, 2021:

Section 2 of the Agreement is hereby amended to include the following:

By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the COUNTY will notify the CITY in writing of its right not to participate and that such notice will be sent to the HUD Field Office by the date specified in the Urban County Qualification Notice schedule. If the CITY elects not to participate in a new qualification period, it must provide written notice to the COUNTY and send a copy of that notice to the HUD Field Office.

Section 5 of the Agreement is hereby amended to include the following:

The COUNTY and the CITY obligate themselves to take all actions necessary to assure compliance with the COUNTY's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a). The COUNTY and the CITY obligate themselves to comply with section 109 of Title I of the Housing and Community Development Act of 1973, of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws. The COUNTY will prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with the COUNTY's fair housing certification.

Section 16 of the Agreement is hereby added to the Agreement as follows:

16. The CITY understands that it may receive a formula allocation under the ESG Program only through the urban county.

Section 17 of the Agreement is hereby added to the Agreement as follows:

17. The COUNTY has authorized its Chief Executive Officer to execute all documents, including any necessary Amendments, to comply with, and implement, HUD CPD Notices and other requirements. The CITY has authorized its City Manager to execute all documents, including any necessary Amendments, to comply with, and implement, HUD CPD Notices and other requirements.

Section 18 of the Agreement is hereby added to the Agreement as follows:

18. The COUNTY and CITY have each caused this AGREEMENT to be authorized by its respective duly authorized officers, on its behalf.

Except as expressly modified by this Amendment, all other provisions of the Agreement remain unmodified and continue in full force and effect. In the event of any conflict between this Amendment and the Agreement, the

provisions of this Amendment shall prevail. This Amendment may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the COUNTY and CITY have each caused this Amendment to be authorized by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

CITY OF MONTCLAIR

►

Curt Hagman, Chairman, Board of Supervisors

By ► _____

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

Name Edward C. Starr _____

Title City Manager _____

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Dated: _____

Address 5111 Benito Street
Montclair, CA 91763

ATTEST:

Andrea Phillips, City Clerk

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Deputy County Counsel	► _____	► _____
Date _____	Date _____	Date _____