



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

**JOINT MEETING
AGENDA PACKET**

Monday, March 15, 2021

7:00 p.m.

Webinar Link

<https://zoom.us/j/95239872725>

Dial #

1-669-900-6833

Meeting ID

952-3987-2725

Mayor Javier “John” Dutrey
Mayor Pro Tem Bill Ruh
Council Member Tenice Johnson
Council Member Corysa Martinez
Council Member Benjamin “Ben” Lopez

City Manager Edward C. Starr
City Attorney Diane E. Robbins
City Clerk Andrea M. Phillips



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

AGENDA

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*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 <https://www.cityofmontclair.org/public-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 by using the "raise hand" function on the Zoom meeting platform or over the phone by dialing *9. Written comments (200-word limit per agenda item, and 200-word limit for all non-agenda items combined) and requests to speak may instead be emailed to cityclerk@cityofmontclair.org.*

Audio recordings of Council meetings are available on the City's website at <https://www.cityofmontclair.org/departments/public-meetings/> and can be accessed by the end of the next business day following the meeting.

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

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. COVID-19 Community Recognition Award

VI. PUBLIC COMMENT

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

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

Under the provisions of the Brown Act, the meeting bodies are prohibited from participating in substantial discussion of or taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS

- A. First Reading — Consider Ordinance No. 21-997 Amending Section 2.12.020 of the Montclair Municipal Code Related to Campaign Contribution Limits in Accordance with Assembly Bill 571 [CC]

Consider Setting a Public Hearing to Consider Adoption of Ordinance No. 21-997 on Monday, April 5, 2021, at 7:00 p.m. [CC] 4

VIII. CONSENT CALENDAR

A. Approval of Minutes

- 1. Adjourned Meeting — February 24, 2021 [CC]
- 2. Regular Joint Meeting — March 1, 2021 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

- 1. Consider Receiving and Filing of Treasurer’s Report [CC] 8
- 2. Consider Approval of Warrant Register & Payroll Documentation [CC] 9
- 3. Consider Receiving and Filing of Treasurer’s Report [SA] 10
- 4. Consider Approval of Warrant Register [SA] 11
- 5. Consider Receiving and Filing of Treasurer’s Report [MHC] 12
- 6. Consider Approval of Warrant Register [MHC] 13
- 7. Consider Receiving and Filing of Treasurer’s Report [MHA] 14
- 8. Consider Approval of Warrant Register [MHA] 15
- 9. Consider Approval of the Fiscal Year 2020-21 Schedule of Recommendations from the Community Activities Commission for Community Benefits Funding [CC] 16
- 10. Consider Authorizing the Receipt of a Second Allocation of Community Development Block Grant (CDBG-CV3) Funds in the Amount of \$210,620 to Continue to Respond to the COVID-19 Public Health Crisis [CC] 20
- 11. Consider Approval of Grant Deed No. 1683 Transferring a Remnant Parcel on Helena Avenue to the Adjacent Property Owners [CC]
Consider Authorizing Staff to Record Grant Deed No. 1683 with the Office of the San Bernardino County Recorder [CC] 22
- 12. Consider Acceptance of Grant Deed No. 1684, an Easement for Construction, Maintenance, and Use of Sidewalks And Appurtenances Located at 4288 Holt Boulevard (APN 1009-514-06) [CC]
Consider Authorizing Staff to Record Grant Deed No. 1684 with the Office of the San Bernardino County Recorder [CC] 30
- 13. Consider Authorizing Liberty Manufacturing, Inc. to Mine the Ballistic Rubber Bullet Trap in the Firearms Shooting Range to Remove Excess Debris and Recycle Recovered Metals [CC] 34

- 14. Consider Declaring a 2002 Dodge Dakota Cadet Truck and a 2006 Chevrolet Impala Administration Vehicle as Surplus and Available for Sale at Auction [CC] 36
- 15. Consider Declaring Certain City Property Surplus and Available for Auction or Destruction [CC] 37

C. Agreements

- 1. Consider Approval of Agreement No. 21-14, Amendment No. 2 to Agreement No. 18-34 with the San Bernardino County Department of Aging and Adult Services to Provide Additional Funding to Support the Senior Citizen Transportation Program [CC] 43
- 2. Consider Approval of Agreement No. 21-15 with Vigilant Solutions, LLC for Investigative Data Platform Access [CC]

Consider Authorizing a \$3,500 Allocation from the SB 509 Public Safety Fund and a \$4,250 Appropriation from the Prop 30/AB 109 Fund for Costs Associated with Agreement No. 21-15 [CC] 46

D. Resolutions — None

IX. PULLED CONSENT CALENDAR ITEMS

X. COUNCIL WORKSHOP

A. Redevelopment Foundation Areas

(The City Council may consider continuing this item to an adjourned meeting on Monday, April 5, 2021, at 5:45 p.m.)

XI. COMMUNICATIONS

- A. Department Reports — None
- B. City Attorney
- C. City Manager/Executive Director
- D. Mayor/Chairperson
- E. Council Members/Directors
- F. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Personnel Committee Meeting — March 2, 2020 [CC] 59

XII. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, April 5, 2021, at 7:00 p.m.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the Acting Bodies after publication of the Agenda packet are available for public inspection in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Pursuant to the Governor's Executive Orders in relation to the COVID-19 pandemic, please call the City Clerk's Office at (909) 625-9416 or send an e-mail to cityclerk@cityofmontclair.org 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 <https://www.cityofmontclair.org/departments/public-meetings/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, March 11, 2021.



CITY COUNCIL AGENDA REPORT

DATE: MARCH 15, 2021 **FILE I.D.:** CCK140-05
SECTION: PUBLIC HEARINGS **DEPT.:** CITY MGR.
ITEM NO.: A **PREPARER:** A. PHILLIPS
SUBJECT: FIRST READING — CONSIDER ORDINANCE NO. 21-997 AMENDING SECTION 2.12.020 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO CAMPAIGN CONTRIBUTION LIMITS IN ACCORDANCE WITH ASSEMBLY BILL 571

CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ADOPTION OF ORDINANCE NO. 21-997 ON MONDAY, APRIL 5, 2021, AT 7:00 P.M.

REASON FOR CONSIDERATION: The City Council directed staff to draft an ordinance to set no limits on campaign contributions to candidates for local elective offices to avoid the state’s standard limits, enforcement, and penalties that would be imposed by Assembly Bill 571 (AB 571). The drafted Ordinance maintains local control over contribution limits and keeps with the City’s historical practice of not limiting contributions to candidates for its elective offices.

The City Council adopts Ordinances to make changes to the Montclair Municipal Code and set local regulations. Adoption of an Ordinance requires the City Council to hear a full reading or, if approved by a regular motion, a reading of the title only of the Ordinance prior to adoption. An Ordinance may be adopted only at a regular (or adjourned regular) Council meeting occurring at least five days after introduction of the proposed Ordinance; therefore, a minimum of two meetings of the City Council are required to adopt an Ordinance. If substantial amendments to the proposed Ordinance are approved, the revised Ordinance may only be adopted at a meeting occurring at least five days thereafter.

The City Council is requested to consider conducting the first reading, by number and title only, of Ordinance No. 21-997 amending Section 2.12.020 of the Montclair Municipal Code related to campaign contribution limits in accordance with Assembly Bill 571, and setting a public hearing for adoption of Ordinance No. 21-997 for Monday, April 5, 2021 at 7:00 p.m.

A copy of proposed Ordinance No. 21-997 is attached for the City Council’s review and consideration.

BACKGROUND: Effective January 1, 2021, AB 571 established default campaign contribution limits for cities and counties that have not adopted their own limits. The default limits are set at the same level as the limit on contributions from individuals to candidates for seats in the state Senate and Assembly—currently no more than \$4,900 per contributor per election. In the absence of local limits, AB 571 imposes the default limits, but preserves the ability of cities to adopt their own contribution limits (higher or lower) by resolution or ordinance.

If a city does not adopt local campaign contribution limits, the default limits of the state will apply and will be enforced by the FPPC, punishable as a misdemeanor and subject to specified penalties. A city that establishes a campaign contribution limit may adopt enforcement standards for a violation of the limit, which may include administrative,

civil, or criminal penalties. The FPPC is not responsible for the administration or enforcement of a city-established campaign contribution limit.

Montclair is among the majority of cities that did not limit campaign contributions in connection with local elections prior to AB 571. At its regular meeting on March 1, 2021, the City Council discussed its options and there was consensus that Montclair had not experienced large campaign contributions by single contributors to individual candidates that would provide undue influence in its elections. The direction given to staff was to prepare a resolution or ordinance imposing no limits on campaign contributions to candidates.

FISCAL IMPACT: Adoption of this Ordinance would have no discernable impact to the City's General Fund. By setting no limits, there would be no need to adopt or enforce penalties; therefore, no enforcement costs would be incurred.

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

1. Introduce and conduct the first reading of Ordinance No. 21-997 amending Section 2.12.020 of the Montclair Municipal Code related to campaign contribution limits in accordance with Assembly Bill 571.
2. Set a public hearing for Monday, April 5, 2021, at 7:00 p.m. to consider adoption of Ordinance No. 21-997.

ORDINANCE NO. 21-997

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADDING DEFINITIONS TO CHAPTER 2.02 AND AMENDING SECTION 2.12.020 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO CAMPAIGN CONTRIBUTION LIMITS IN ACCORDANCE WITH ASSEMBLY BILL 571

WHEREAS, the California legislature enacted Assembly Bill 571, taking effect on January 1, 2021, which imposes limits on campaign contribution to candidates for local elective offices in cities that do not have such limitations established; and

WHEREAS, Government Code Section 85702.5 allows a municipality to impose limitations on campaign contribution to candidates for elective City offices; and

WHEREAS, it was determined that the City of Montclair had not historically experienced large campaign contributions by single contributors to candidates that would provide undue influence in its local elections; and

WHEREAS, imposing no limits on campaign contributions to candidates ensures the City's ability to maintain the practice of not limiting campaign contributions in its elections.

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

SECTION I. The following definitions are added to Chapter 2.02 - Definitions of the Montclair Municipal Code:

Campaign committee shall mean any person or combination of persons formed for the purpose of promoting or opposing the election, reelection, or recall of a person to an elective office who directly or indirectly receives contributions, makes independent expenditures, or makes contributions at the behest of any city candidate. A campaign committee includes any "controlled committee" within the meaning of Government Code Section 82016, any "general purpose committee" within the meaning of Government Code Section 82027.5, any "primarily formed committee" within the meaning of Government Code Section 82047.5, any "sponsored committee" within the meaning of Government Code Section 82048.7, or any political action committee.

Elective offices shall mean the offices of Mayor and Council Member.

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

2.12.020 - General election - Elective offices, term, electronic filing of campaign disclosure statements, and no limitations on campaign contributions to candidates for elective offices.

SECTION III. Section 2.12.020 (B) of the Montclair Municipal Code is hereby amended to read as follows:

B. Elective offices. All elective offices shall be filled by the City electorate at a general municipal election, unless a vacancy is filled by appointment or special election pursuant to the Government Code.

SECTION IV. Section 2.12.020 (E) of the Montclair Municipal Code is hereby added as follows:

E. No limitations on campaign contributions to candidates for elective city offices. There shall be no limit on the monetary contributions from an individual, entity, or campaign committee to a candidate for elective office in support of his or her candidacy.

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

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

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

APPROVED AND ADOPTED this XX day of XX, 2021.

Mayor

ATTEST:

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 21-997 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2021, and finally passed not less than five (5) days thereafter on the XX day of XX, 2021, by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	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 February 28, 2021.

BACKGROUND: Included in the City Council's agenda packet is a copy of the Treasurer's Report for the period ending February 28, 2021.

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 February 28, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	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 Ruh has examined the Warrant Register dated March 15, 2021, and the Payroll Documentation dated February 14, 2021, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated March 15, 2021, totals \$757,848.95; and the Payroll Documentation dated February 14, 2021 totals \$585,400.67 gross, with \$405,467.00 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:	MARCH 15, 2021	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: The City Council acting as Successor to the Redevelopment Agency Board of Directors (Successor Agency Board) is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending February 28, 2021, pursuant to state law.

BACKGROUND: Included in the Successor Agency Board's agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending February 28, 2021.

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

RECOMMENDATION: Staff recommends the Successor Agency Board receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending February 28, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	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 February 28, 2021, pursuant to state law.

BACKGROUND: Vice Chair Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 02.01.21-02.28.21 in the amounts of \$32,801.74 for the Combined Operating Fund and \$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 Chair Ruh 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 February 28, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	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: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending February 28, 2021, pursuant to state law.

BACKGROUND: Included in the Montclair Housing Corporation Board agenda packet is a copy of the Treasurer's Report for the period ending February 28, 2021.

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 February 28, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	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 February 28, 2021, pursuant to state law.

BACKGROUND: Vice Chair Ruh has examined the Warrant Register dated 02.01.21–02.28.21 in the amount of \$96,117.29 for the Montclair Housing Corporation and finds it to be in order.

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

RECOMMENDATION: Vice Chair Ruh recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending February 28, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	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 Commission is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending February 28, 2021, pursuant to state law.

BACKGROUND: Included in the Montclair Housing Authority Commission's agenda packet is a copy of the Treasurer's Report for the period ending February 28, 2021.

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

RECOMMENDATION: Staff recommends the Montclair Housing Authority Commission receive and file the Treasurer's Report for the month ending February 28, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	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 Commission is requested to consider receiving and filing the Warrant Register for the month ending February 28, 2021, pursuant to state law.

BACKGROUND: Vice Chair Ruh has examined the Warrant Register dated 02.01.21-02.28.21 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 Chair Ruh recommends the Montclair Housing Authority Commission approve the Warrant Register for the period ending February 28, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	FILE I.D.:	CAC080
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	9	PREPARER:	R.WALKER
SUBJECT:	CONSIDER APPROVAL OF THE FISCAL YEAR 2020-21 SCHEDULE OF RECOMMENDATIONS FROM THE COMMUNITY ACTIVITIES COMMISSION FOR COMMUNITY BENEFITS FUNDING		

REASON FOR CONSIDERATION: Annually, the Human Services Department presents the City Council with a list of organizations that the Community Activities Commission (CAC) are recommending to receive a portion of funds appropriated in the Community Benefits Account. The City Council is requested to consider the CAC recommended organization requests listed on the Fiscal Year 2020-21 Community Benefits Assistance Program Agency Funding Requests at the end of this report and consider approval of the funding recommendations

BACKGROUND: The City Council established an annual policy of appropriating funds to social service agencies that provide special services to Montclair residents. At the direction of the City Council, the CAC conducts a public hearing each year to provide CAC members with the following opportunities

- Become acquainted with the requesting organizations and their programs of service.
- Inquire about requesting agencies' operating budgets and revenue sources in order to evaluate their financial needs.
- Determine the appropriate use of funds that may have been previously allocated by the City to requesting agencies.

The CAC heard presentations at its regular meeting on Wednesday, March 3, 2021, from twelve organizations related to their requests for community benefits assistance, which are summarized below:

1. *Anthesis.* Anthesis serves the City of Montclair by providing vocational and social opportunities for adults with developmental and physical disabilities, improving their quality of life. Funding would be used to purchase eleven new tablets to create a lending library for their program participants to use.
2. *Aging Next (formerly Community Senior Services).* Aging Next was founded in 1975 to support and educate older adults as well as their families to maintain independence and to age well at home and in the community. In 2020, Aging Next supported 188 Montclair residents with their programs. The funds received would be used toward general operating support for the programs Montclair residents utilize most, which includes transportation, family caregiver support, case management and helpline resources.

3. *Care & Company.* Care & Company is a faith-based, nonprofit organization located in the City of Montclair that aids low-income individuals and families with needed hygiene items through their Hygiene Pantry program. Care & Company purchases \$300 worth of hygiene products each month and asks patrons of the Hygiene Pantry for a suggested \$2 donation, however, no one is turned away due to their inability to pay. Funds received would be used to support the Hygiene Pantry by covering two-thirds of the cost of hygiene items for 2021.
4. *Christian Development Center (CDC).* Christian Development Center, a grassroots ministry, would use the funds to support their Food/Clothing Giveaway Program, which does monthly food giveaways of fresh produce to feed over 300 families every month and the Live Generously Program, which provides toiletries and basic hygiene products to residents in need. Sixty percent of the participants are Montclair residents.
5. *Family and Collaborative Services Montclair (FCS Montclair).* FCS Montclair coordinates services for struggling children and families in crisis. The goal of FCS Montclair's Case Management Program is to help families access food, shelter, education, health-care, and transportation. In 2020, the FCS Montclair Case Management Program provided intensive Case Management services to 79 Montclair families and individuals and provided related support services to 1,739 Montclair families. The funds received would be used for basic needs supplies and services for Montclair residents in the Case Management Program.
6. *Foothill Family Shelter.* The Foothill Family Shelter provides services for at-risk, homeless individuals and families. In 2020, Foothill Family Shelter provided 120-day transitional housing for 21 homeless and low-income families, aided over 360 Montclair residents with food, clothing, diapers, wipes and hygiene products and 47 Thanksgiving baskets to homeless and low-income families in Montclair. The funds received would be used to help provide shelter, food, and clothing for at-risk, homeless families in Montclair and the surrounding communities.
7. *Hope Through Housing Foundation (HTHF).* HTHF is a social service organization whose mission is to break the cycle of generational poverty by providing services to the National Community Renaissance's affordable housing communities. There are four affordable housing units located in Montclair: one property for seniors, one property for developmentally disabled residents, and two properties for families. All services and programs are provided free of charge to the residents; individuals and families not residing at one of the properties are also encouraged to take advantage of the services offered on-site. The HTHF offers programs, such as the Building Bright Futures youth development program and their Teen Health Club. Their goal is to help young people do well in school, assist families in improving their financial situations and allowing senior citizens to age with dignity in their own homes.
8. *Love for Humanity.* Love for Humanity is a volunteer based non-profit organization dedicated to alleviating hardships and easing difficult times by helping people in need by supplying food, toiletries, and clothing, and assisting with education and job networking. The funds received would be used towards the general operating support for the programs that benefit Montclair residents such as the Grocery Bags

Program which provides groceries for low income families every month and restocks the food pantry at Our Lady of Lourdes Catholic Church in Montclair, the Food Backpack Program which gives children a backpack on Friday afternoons filled with enough pre-packaged food to last through the weekend, and the School Supplies Program which provides pouches full of essential school supplies to schools in Montclair for children in need.

9. *Montclair Meals on Wheels*. Services include the home delivery of lunches to Montclair residents who are unable to shop for themselves or prepare their own meals. The Meals on Wheels Program is charged \$3.60 per meal, and the cost to the recipient is also \$3.60. The funds received would pay for the fixed costs needed to support the program such as a post office box rental, delivery bags and containers as well as insurance and mileage fees.
9. *OPARC*. OPARC has served Montclair since 1950 with employment, training, day programs, and community integration services for people with developmental and intellectual disabilities. Out of the 900 clients that OPARC serves, sixty-one percent of the clients are served in Montclair. The funds received would be used to purchase educational and enjoyable materials such as books, adult-appropriate crafts, jigsaw puzzles, tactile sensory tools, word puzzles, and art supplies.
10. *Project Sister*. Services are provided to survivors of sexual assault and include the following: a 24-hour hotline, information and referral, advocacy and accompaniment, individual counseling and support groups, community education, teen programs, child-abuse prevention, and self-defense instruction. Funding would be used to provide 150 hours of sexual assault crisis and prevention services for Montclair residents.
11. *Visiting Nurse Association and Hospice (VNA)*. The VNA provides home health-care and hospice services in our community. Funding will benefit the “Charitable Care” program, which provides assistance to underserved patient/families living below the Federal Poverty level. Funds will be allocated towards in-home nursing visits, the purchase of health-related appliances, emergency in-home health monitoring systems, and grocery store/department store gift cards for patients/families needing food or household items.

FISCAL IMPACT: The recommended funding amounts have been limited to the approved budget amounts utilizing the following criteria:

- Level of service to the Montclair community
- Level of service need in the community
- Amount of each request
- Previous year's allocation (if applicable)
- Available funds

RECOMMENDATION: Staff recommends the City Council approve the Fiscal Year 2020–2021 schedule of recommendations from the Community Activities Commission for community benefit funding as follows:

**FISCAL YEAR 2020-21
COMMUNITY BENEFITS ASSISTANCE PROGRAM
AGENCY REQUESTS AND RECOMMENDED FUNDING**

<i>Requesting Agencies</i>	<i>FY 2020-21 Funding Requests</i>	<i>FY 2020-21 Recommendations</i>
(1) Aging Next	\$5,000	\$2,000
(2) Anthesis	\$2,000	\$2,000
(3) Care and Company	\$2,000	\$1,500
(4) Christion Development Center	\$3,000	\$2,000
(5) Family and Collaborative Services Montclair	\$1,500	\$1,500
(6) Foothill Family Shelter	\$2,000	\$1,000
(7) Hope Through Housing Foundation	\$1,500	\$1,500
(8) Love for Humanity	\$2,500	\$2,500
(9) Montclair Meals on Wheels	\$900	\$1,000
(10) OPARC	\$2,000	\$1,000
(11) Project Sister	\$1,500	\$1,500
(12) Visiting Nurses Association	\$5,000	\$2,500
TOTALS	\$28,900.00	\$20,000.00



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	FILE I.D.:	GRT050
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	COMMUNITY DEV.
ITEM NO.:	10	PREPARER:	C. CALDWELL
SUBJECT:	CONSIDER AUTHORIZING THE RECEIPT OF A SECOND ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV3) FUNDS IN THE AMOUNT OF \$210,620 TO CONTINUE TO RESPOND TO THE COVID-19 PUBLIC HEALTH CRISIS		

REASON FOR CONSIDERATION: The U.S. Department of Housing and Urban Development (HUD) released a third allocation of Community Development Block Grant (CDBG-CV3) funds to the County for the prevention, preparation, and response to the coronavirus (COVID-19) pandemic. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to respond to the historic public health crisis. The County of San Bernardino administers the City's CDBG programs, and the City is eligible for a second CDBG-CV3 allocation of \$210,620.

Staff submitted two applications to the County requesting an extension of the previously-approved programs and has since received word that both projects continue to meet the guidelines of the CDBG-CV3 funding requirements and will be considered by the Board of Supervisors on March 23, 2021. The City Council is requested to consider approval of the projects and funding levels prior to consideration by the Board of Supervisors.

BACKGROUND: As the City Council may recall, the City submitted two program applications for the initial round of CDBG-COVID-19 (CDBG-CV) funding in May 2020 to respond to the coronavirus (COVID-19) pandemic. The County Board of Supervisors approved both applications, the Montclair Food Program and the Montclair Housing Outreach Program, with an effective date of June 1, 2020. The City has been operating the two programs and drawing down grant fund monies pursuant to the requirements of the CDBG-CV program guidelines.

The County notified staff on December 15, 2020, that a second funding opportunity for cities would be made available through CDBG for the continued prevention, preparation, and response to COVID-19. Applications were due on January 28, 2021. On February 25, 2021, the City received notification that its projects remained eligible for CDBG-CV3 funding and that the application would be forwarded to the Board of Supervisors for consideration and approval. Final expenditure and performance data will be due to the County no later than June 10, 2022, in order to close out the program by June 30, 2022.

The projects for consideration and approval by the Board of Supervisors include continuation of the following:

- 1. MONT-CDBG-CV3-008 — MONTCLAIR FOOD PROGRAM (Montclair Senior Meal Delivery):** An eligible COVID-19 prevention program keeping people in their homes by having the City deliver prepared meals with costs being reasonable and customary.

Seniors served by the program will be low- to moderate-income Montclair residents that are sheltering in place and are unable to drive themselves to the “drive-up and take-away” daily meal distribution conducted in the City Hall parking lot. Once the COVID-19 social distancing directive is relaxed, the majority of this target population will still be unable to leave their homes because of high risk factors such as age and/or underlying medical condition(s) and continued lack of transportation.

- 2. **MONT-CDBG-CV3-113 — MONTCLAIR HOMELESS OUTREACH PROGRAM (Montclair Homeless Emergency Housing Placement):** An eligible COVID-19 prevention program providing case management services to homeless persons with the expectation of finding them a place to shelter in place thereby decreasing the spread of COVID-19.

The Montclair Homeless Emergency Housing Placement Program is designed to protect the health and safety of the community from the spread of COVID-19 within the homeless community that involves street outreach, engagement/ individual assessments, temporary and/or bridge housing, as well as wrap-around services/case management. The outreach will be conducted daily by Code Enforcement personnel. The City intends to use monies received from the grant toward personnel costs. Motel housing vouchers and associated case management costs through this program will be supported through Homeless Emergency Aid Program (HEAP) programming funds. The City’s HEAP funds cannot apply toward personnel costs.

Funding levels for the second allocation of proposed projects is summarized as follows:

MONTCLAIR FOOD PROGRAM —	
Montclair Senior Meal Delivery	\$151,646
MONTCLAIR HOMELESS OUTREACH PROGRAM —	
Montclair Homeless Emergency Housing Placement.....	\$58,974
<hr style="border: 1px solid black;"/>	
TOTAL	<u>\$210,620</u>

FISCAL IMPACT: The City expects to receive an additional \$210,620 for the continuation of the CDBG-CV3 eligible projects, the Montclair Food Program and the Montclair Homeless Outreach Program, for a period ending June 30, 2022 as detailed above.

RECOMMENDATION: Staff recommends the City Council authorize the receipt of a second allocation of CDBG-CV3 funds in the amount of \$210,620 to continue to respond to the COVID-19 public health crisis.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	FILE I.D.:	LDA230
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	11	PREPARER:	N. CASTILLO

SUBJECT: CONSIDER APPROVAL OF GRANT DEED NO. 1683 TRANSFERRING A REMNANT PARCEL ON HELENA AVENUE TO THE ADJACENT PROPERTY OWNERS

CONSIDER AUTHORIZING STAFF TO RECORD GRANT DEED NO. 1683 WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER

REASON FOR CONSIDERATION: The City Council is requested to consider the granting of Grant Deed No. 1683, to remove a remnant parcel from City maintenance responsibility. Grant deeds for properties and easements are subject to City Council approval.

BACKGROUND: City Yard Staff have been responsible for the maintenance of a secluded undeveloped area of 1,519 square feet on Helena Avenue since the area was developed with residential homes. The remnant parcel does not serve a purpose to residents other than providing for the drainage of historical flows from properties to the north of the development. At the time of construction, the parcel should have been made part of one of the new properties developed on Tract Map No. 8188. This oversight is now being corrected.

The City has historically allocated resources to maintain the area with no recreational or other value to the surrounding residents. Granting the remnant parcel to the adjacent property owners would absolve the City of maintenance responsibilities for the parcel, which is not in the vicinity of other parks and lands the City maintains, and those resources could then be better allocated to other City needs. The City would keep easement rights over an 8 foot wide area for utilities and historical drainage flows. The land would be deeded over to the property owners of 9015 Helena Avenue.

FISCAL IMPACT: The City Council's approval of Grant Deed No. 1683 would have an unknown but likely positive effect on the City's General Fund because the resources currently utilized to maintain the parcel could be saved or allocated for other purposes.

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

1. Approve Grand Deed No. 1683 transferring a remnant parcel on Helena Avenue to the adjacent property owners.
2. Authorize staff to record Grant Deed No. 1683 with the Office of the San Bernardino County Recorder.

**RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:**

City of Montclair
Public Works Department
5111 Benito Street
Montclair, California 91763
Attn: Noel Castillo

FREE RECORDING:
This instrument is for the benefit of City of
Montclair and is entitled to be recorded
without fee or tax. (Govt. Code 6103 and Rev.
& Tax Code 11922)

Space above this line for Recorder's Use

APN:1009-514-06

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Montclair, a California municipal corporation,

Hereby GRANTS to Billy J. Murray and Patricia M. Murray, that certain real property located in the City of Montclair, County of San Bernardino, California as described in Exhibit A attached hereto and incorporated herein by reference, reserving as an easement for the purpose of entering upon, using, operating, maintaining, repairing, replacing, and improving public utilities an approximate 8 feet as depicted on Exhibit B attached hereto and incorporated herein by reference.

City of Montclair

By: _____

Name: _____

Title: _____

Date: _____

City:

CITY OF MONTCLAIR

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

GRANTEE:

MURRAY BILLY J, MURRAY PATRICIA M

By: _____

Print Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

BEING THAT PORTION HELENA AVENUE AS DEDICATED ON TRACT NO. 8188, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 111, PAGES 3 AND 4 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE CENTERLINE INTERSECTION OF HELENA AVENUE WITH THE NORTHERLY BOUNDARY OF SAID TRACT; THENCE SOUTH 88°37'45" EAST ALONG SAID NORTHERLY BOUNDARY, 30.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID HELENA AVENUE; THENCE SOUTH 00°00'44" WEST ALONG SAID RIGHT OF WAY, 6.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 330.00 FEET; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY AND CURVE THROUGH A CENTRAL ANGLE OF 7°59'49" AN ARC DISTANCE OF 46.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 81°59'27" EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00" AN ARC DISTANCE OF 94.25 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF SAID HELENA AVENUE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 270.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 81°59'27" EAST; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 7°59'49" AN ARC DISTANCE OF 37.68 FEET; THENCE NORTH 00°00'44" EAST ALONG SAID RIGHT OF WAY, 7.76 FEET TO SAID NORTHERLY BOUNDARY; THENCE SOUTH 88°33'45" EAST ALONG SAID BOUNDARY, 4.89 FEET TO A POINT HEREFTER REFERRED TO AS POINT "A", THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 88°33'45" EAST, 25.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,519 SQUARE FEET , MORE OR LESS.

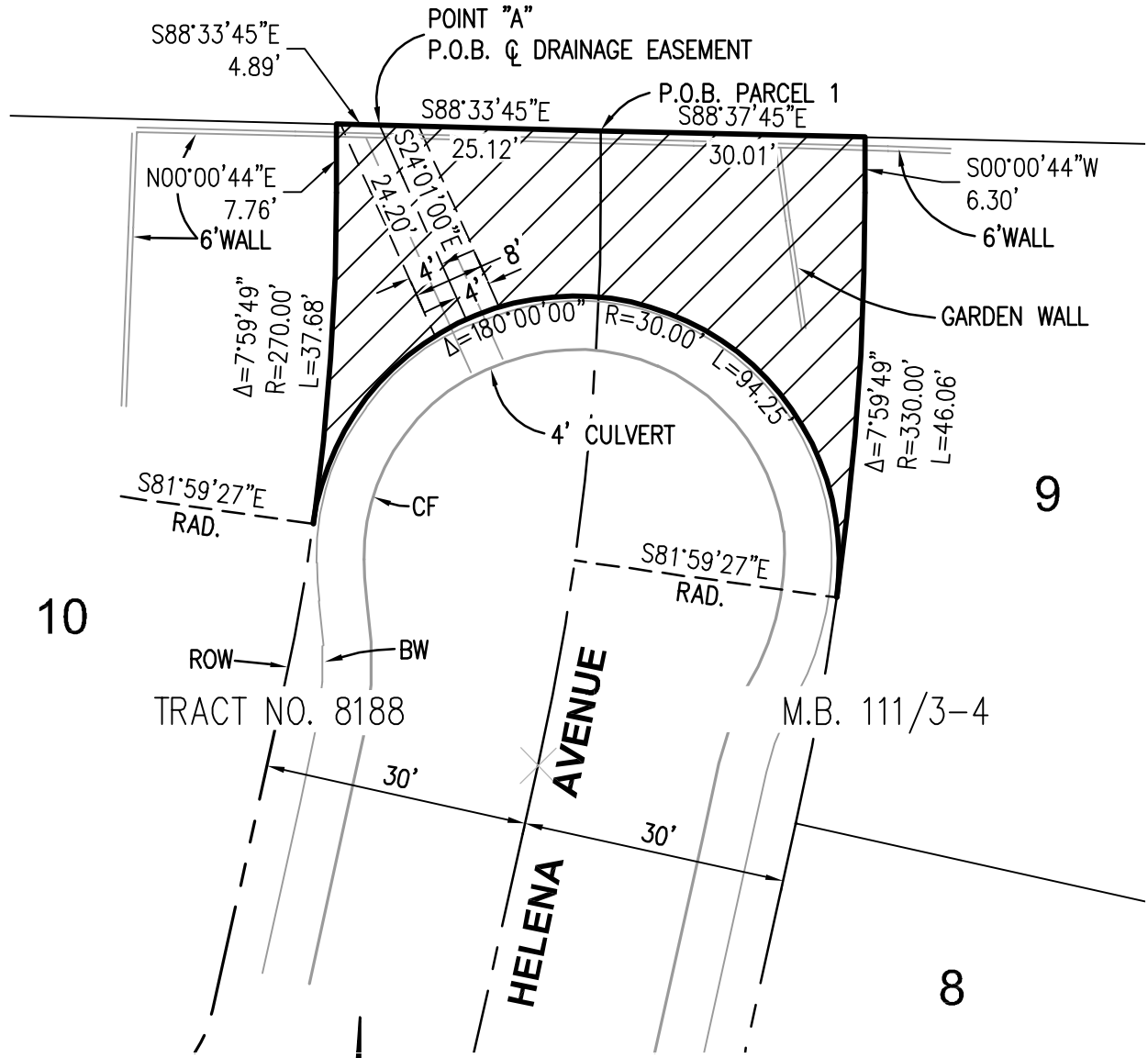
EXCEPTING THEREFROM A PORTION OF SAID PARCEL 1 FOR DRAINAGE EASEMENT PURPOSES, IN, UNDER, OVER, THROUGH AND ACROSS A STRIP OF LAND, EIGHT (8) FEET IN WIDTH, LYING FOUR (4) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED POINT "A"; THENCE SOUTH 24°01'00" EAST, 24.20 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL 1.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP SHALL BE PROLONGED OR SHORTENED AS TO TERMINATE IN THE NORTHERLY AND SOUTHERLY LINES OF SAID PARCEL 1.

EXHIBIT B

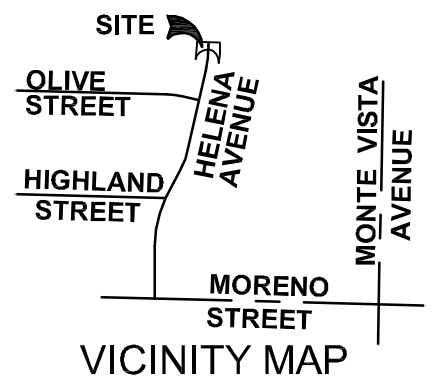
PARCEL MAP NO. 1365 P.M.B. 14/10



SCALE: 1"=20'

LEGEND

 TOTAL AREA = 1,519 SF



975 N. Haven Avenue
Suite 200
Ontario, CA 91764
Phone: (909) 945-0526

PLAT TO ACCOMPANY
LEGAL DESCRIPTION



CITY COUNCIL AGENDA REPORT

DATE: MARCH 15, 2021 **FILE I.D.:** LDA210
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** PUBLIC WORKS
ITEM NO.: 12 **PREPARER:** N. CASTILLO

SUBJECT: CONSIDER ACCEPTANCE OF GRANT DEED NO. 1684, AN EASEMENT FOR CONSTRUCTION, MAINTENANCE, AND USE OF SIDEWALKS AND APPURTENANCES LOCATED AT 4288 HOLT BOULEVARD (APN 1009-514-06)

CONSIDER AUTHORIZING STAFF TO RECORD GRANT DEED NO. 1684 WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER

REASON FOR CONSIDERATION: The City Council is requested to consider acceptance of Grant Deed No. 1684, an easement for construction, maintenance, and use of sidewalks and appurtenances located at 4288 Holt Boulevard, Assessor's Parcel No. 1009-514-06. Grant deeds for properties and easements are subject to City Council approval.

BACKGROUND: A 1.36-acre vacant site located on Holt Boulevard east of Amherst Avenue is being redeveloped with a new shopping center. Development of the center will include a new single building totaling 13,530 square feet of leasable retail space, on-site parking, exterior lighting, and landscaping. The site improvements require the dedication of right-of-way on Holt Boulevard by the property owner to the City of Montclair. The dedication will allow for the driveway on Holt Boulevard to be upgraded to meet Americans with Disabilities Act (ADA) requirements.

FISCAL IMPACT: The acceptance of Grant Deed No. 1684 would have no fiscal impact to the City; however, without the acceptance of the grant deed, the City would not have legal authority to access the property for construction of ADA upgrades and sidewalk maintenance.

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

1. Accept Grand Deed No. 1684, an easement for construction, maintenance, and use of sidewalks and appurtenances located at 4288 Holt Boulevard (APN 1009-514-06).
2. Authorize staff to record Grant Deed No. 1684 with the Office of the San Bernardino County Recorder.

Recording Requested
By and Mail to:
CITY OF MONTCLAIR
P.O. BOX 2308
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763

This instrument is for the benefit of the City of Montclair and is entitled to be recorded without fee or tax. (Govt. Codes 6103 and 27383 and Rev. & Tax Code 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 1009-514-06

GRANT DEED

Affix I.R.S. \$ _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Hereby GRANTS to the **CITY OF MONTCLAIR** an easement for the purpose of constructing, maintaining, and use of sidewalks and appurtenances over the following described real property in the City of Montclair, County of San Bernardino, State of California:

See attached Exhibit A & Exhibit B

Grant Deed No. 1684

Signed: _____

Name: _____

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

State of _____

County of _____

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

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

WITNESS my hand and official seal.

(Seal)

Signature of Notary

ACCEPTANCE

This is to certify that the interest in real property conveyed by the within instrument to the **CITY OF MONTCLAIR**, State of California, a body corporate and politic, is hereby accepted by order of the **MONTCLAIR CITY COUNCIL** made on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____

By: _____

City Clerk

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

SIDEWALK EASEMENT
(APN 1009-514-06)

A STRIP OF LAND LYING IN THAT PORTION OF THE SOUTH ½ OF THE MOST EASTERLY 10 ACRES OF THE LOT 24 OF SAN ANTONIO TRACT, AS PER MAP RECORDED IN BOOK 3, PAGE 16 OF MAPS, LYING SOUTH OF TRACT 6617, AS SHOWN BY MAP RECORDED IN BOOK 83, PAGES 74 AND 75 OF MAPS, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

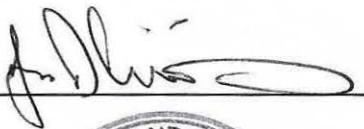
EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES AS SHOWN BY DEED RECORDED DECEMBER 26, 1933 IN BOOK 948, PAGE 13, OFFICIAL RECORDS.

ALSO EXCEPTING THAT PORTION LYING WEST OF THE EASTERLY LINE OF AMHERST AVENUE AS CONVEYED TO THE CITY OF MONTCLAIR, RECORDED JUNE 22, 1962, IN BOOK 5721, PAGE 565, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 24 DISTANT NORTHERLY 30.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 89° 29' 10" WEST ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 6.25 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 29' 10" WEST ALONG SAID SOUTH LINE A DISTANCE OF 42.00 FEET; THENCE NORTH 00° 02' 50" EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 89° 29' 10" EAST A DISTANCE OF 42.00 FEET; THENCE SOUTH 00° 02' 50" WEST A DISTANCE OF 5.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY.

APPROXIMATE AREA IS 210 SQUARE FEET, MORE OR LESS.



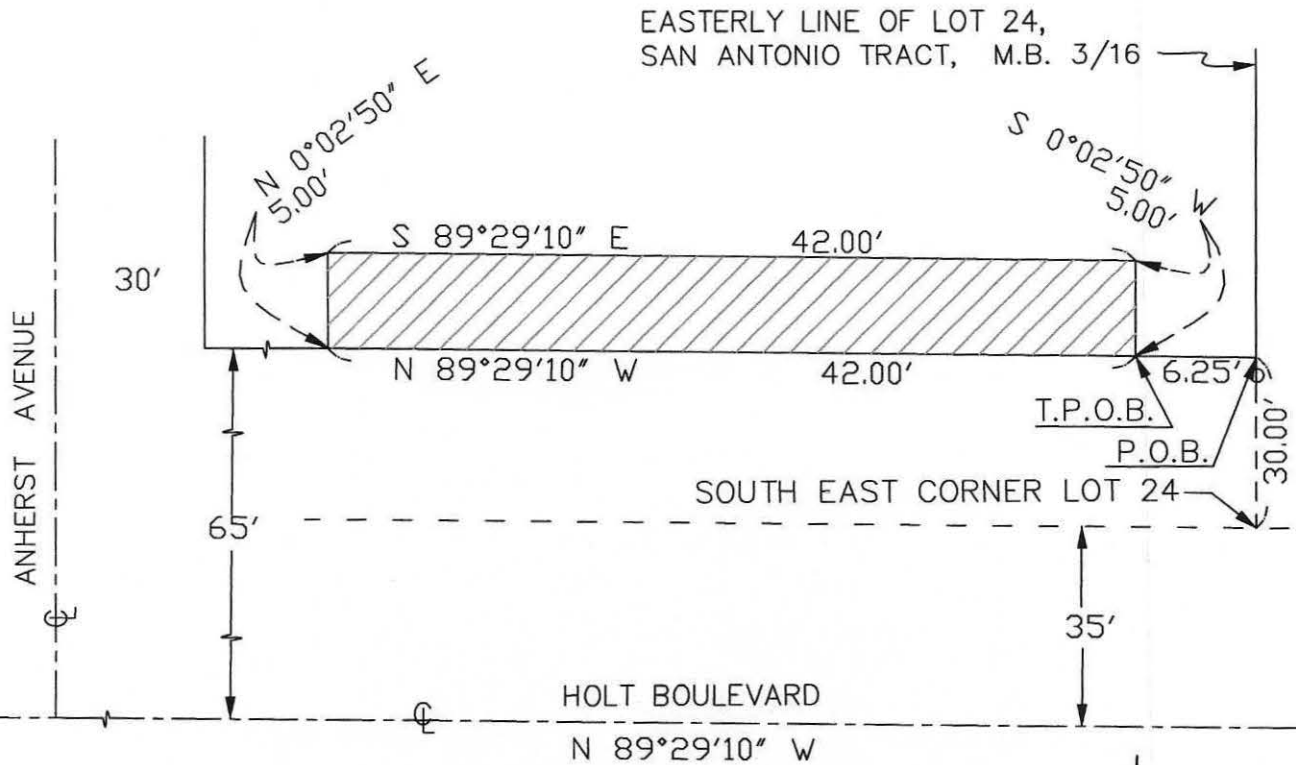
JIM D. WILLIAMS
LS NO. 7432



02/24/2021

DATE

EXHIBIT "B" SIDEWALK EASEMENT



SCALE: 1"=5'



NOTES:



DENOTES AREA OF EASMENT

P.O.B. DENOTES POINT OF BEGINNING

T.P.O.B. DENOTES TRUE POINT OF BEGINNING

BEARINGS SHOWN HEREON ARE BASED ON THE CENTER-LINE OF HOLT BOULEVARD BEING N 89°29'10" W AS SHOWN BY PARCEL MAP No. 9133 P.M.B. 99/31-32



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	FILE I.D.:	PDT725
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	13	PREPARER:	J. MICHEL
SUBJECT:	CONSIDER AUTHORIZING LIBERTY MANUFACTURING, INC. TO MINE THE BALLISTIC RUBBER BULLET TRAP IN THE FIREARMS SHOOTING RANGE TO REMOVE EXCESS DEBRIS AND RECYCLE RECOVERED METALS		

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing Liberty Manufacturing, Inc. to mine the ballistic rubber bullet trap in the firearms shooting range to remove excess debris and recycle recovered metals. The firearms “lead free” shooting range is used collectively by Department personnel and members of outside agencies five to seven times per month. As a result, there is a buildup of debris and metal materials from expended projectiles in the ballistic rubber bullet trap. This accumulation of excess materials requires the routine mining of the trap’s contents in order to maintain the safe effectiveness of the bullet trap and its components.

BACKGROUND: For several years the Police Department’s firearms shooting range has been maintained as “lead free” and is currently being used by Department personnel and members of outside agencies. There is a ballistic rubber bullet trap containing ballistic rubber media located in the firearms shooting range designed to capture and contain incoming projectiles fired from handguns, shotguns, and rifles. The materials collected in the ballistic rubber bullet trap consist of precious metals and debris. Since the firearms shooting range is lead free, the value of the deposited recyclables including that of brass and copper is usually greater than the cost to mine the trap.

The Department previously utilized the services of Liberty Manufacturing, Inc. in April 2012 and November 2013 to mine the ballistic rubber bullet trap. At that time, the firearms shooting range was not lead free, and the total cost for the mining was offset by the materials collected. In 2013, the cost to mine the trap was \$950, the cost but has increased over the past eight years, as has the value of the recycled material. Currently, Liberty Manufacturing, Inc. would charge \$2,683 to mine the trap and provide a credit of \$0.95 per pound of recovered copper, \$1.00 per pound for clean brass shells, and \$0.80 per pound for mixed brass. Liberty Manufacturing, Inc. would be responsible for mining the ballistic rubber bullet trap for precious metals and for redistributing the ballistic rubber media collected during the process.

As a result of several consecutive years of shooting, the shooting range has a buildup of expended brass shells, and it is anticipated that there would be a high volume of precious materials in the trap. Staff believes a large portion if not the whole of the cost for services to mine the trap will be offset by the recovery of the recycled materials.

FISCAL IMPACT: If authorized by the City Council, Liberty Manufacturing, Inc. would mine the ballistic rubber bullet trap to remove excess debris and recycle metals. Should the mining of the material result in revenue exceeding the cost for services of \$2,683, Liberty Manufacturing, Inc. would issue a check for the residual funds and the proceeds would be deposited into the City’s General Fund. Should the cost for services be more than the revenue produced, the remaining costs would be paid out of the Police Department’s FY 2020-21 Range Supplies Budget (1001-4425-51040-400-00000).

RECOMMENDATION: Staff recommends the City Council authorize Liberty Manufacturing, Inc. to mine the ballistic rubber bullet trap in the firearms shooting range to remove excess debris and recycle recovered metals.



CITY COUNCIL AGENDA REPORT

DATE: MARCH 15, 2021 **FILE I.D.:** PDT360
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** POLICE
ITEM NO.: 14 **PREPARER:** R. PIPERSKY
SUBJECT: CONSIDER DECLARING A 2002 DODGE DAKOTA CADET TRUCK AND A 2006 CHEVROLET IMPALA ADMINISTRATION VEHICLE AS SURPLUS AND AVAILABLE FOR SALE AT AUCTION

REASON FOR CONSIDERATION: The City Council is requested to consider declaring a 2002 Dodge Dakota cadet truck and a 2006 Chevrolet Impala administration vehicle as surplus and authorize the vehicles to be sold at auction.

BACKGROUND: The City of Montclair purchased a Dodge Dakota Police Cadet truck in 2002. The truck was replaced with a 2019 Nissan Frontier. The Dodge Dakota has in excess of 117,000 miles, numerous dents and scratches, and a worn interior. The vehicle had several reported brake problems, and replacement parts were becoming more difficult to find due to the vehicle's age. These problems led to the vehicle being taken out of service and the purchase of the replacement vehicle.

In 2006, a Chevrolet Impala was purchased as an Administration vehicle and served that purpose for years. The vehicle had been taken out of service several times and was scheduled for retirement; however, each time it was repurposed and brought back into service. The vehicle was ultimately taken out of service in 2019 because of mechanical problems and numerous repairs.

Vehicle Information

Year and Model	Vehicle Identification Number	Mileage	Value
2002 Dodge Dakota	1B7HL48X32S676419	117,000	\$500
2006 Chevrolet Impala	2G1WF55KX39348116	61,691	\$1,600

FISCAL IMPACT: There is no fiscal impact to the City by declaring existing vehicles from the fleet as surplus. However, the City could receive up to \$2,100 from the auction of these vehicles. Proceeds from the sales would be credited to the Equipment Replacement Fund.

RECOMMENDATION: Staff recommends the City Council declare a 2002 Dodge Dakota cadet truck and a 2006 Chevrolet Impala administration vehicle as surplus for sale at auction.



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	FILE I.D.:	PDT360
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	ADMIN. SVCS.
ITEM NO.:	15	PREPARER:	R. PIPERSKY
SUBJECT:	CONSIDER DECLARING CERTAIN CITY PROPERTY SURPLUS AND AVAILABLE FOR AUCTION OR DESTRUCTION		

REASON FOR CONSIDERATION: The City Council is requested to declare certain City property as surplus and available for auction or destruction.

BACKGROUND: The items on the attached lists are considered as surplus City property. Upon being declared as surplus by the City Council, the items will be made available for auction or destruction. Prior to the surplus declaration, all of the lists were circulated to the Department Heads to ascertain if any of the items could be repurposed for use by other departments.

FISCAL IMPACT: There is no estimation as to the amount of proceeds the City would receive through the auction of these items.

RECOMMENDATION: Staff recommends the City Council declare certain City property as surplus and available for auction or destruction.

CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Police MONTH December PAGE 1 of 1

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
1		\$40.00	1	wooden desk			
2		\$40.00	1	wooden desk			
3		\$25.00	1	wooden desk			
4		\$60.00	2	wooden desk			
5		\$10.00	1	Filing Cabinet			
6		\$5.00	1	Black fabric brief case			
7,8,9		\$5.00	1	Black fabric suitcase (large)			
10		\$10.00	1	Gasmask fit test machine			
11		\$5.00	1	rolling open top file			
12		\$10.00	1	Micro fiche reader			
13		\$2.00	1	Coleman propane lantern			
14		\$2.00	1	Battery lantern			

CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Fire MONTH November 2020 PAGE of

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
1		\$50.00	1	Precor Exercise Bike			
2		\$5.00	1	Blue Kitchen Chair			
3		\$10.00	5	Blue fabric office chair (\$10.00 ea)			
4		\$10.00	2	5 gal water fire extinguisher (\$10.00 ea)			
5		\$5.00	1	Communication radio w/ charger			
6		\$5.00	2	Grey office chair(\$5.00 ea)			
7		\$5.00	3 boxes	Misc radio and siren parts(\$5.00 ea)			
8		\$5.00	2	edge protection hose rollers(\$5.00 ea)			
9		\$5.00	1	8 track player			
10	10796	\$25.00	1	double chair /w connected table			
11		\$5.00	16	5gallon containers of 3%-5% foam(\$5.00 ea)			
12		\$100.00	1	hose testing pump			
13			1	2" straight stream nozzle			

CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Information Tech MONTH December 2020 PAGE 1 of 2

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
20-100	17499			Hp EliteDesk 800 G1SFF	MXL417158C		
20-101	16946			Hp Compaq Pro 6300 SFF	MXL3070MV6		
20-102	17238			Hp ProDesk 600 G2SFF	MXL60916C7		
20-103	17011			Hp ProDesk 600 G2SFF	MXL5161DL0		
20-104	17573			5340 IP Phone	AVADC6340		
20-105	17574			5340 IP Phone	AVADC8279		
20-106	17188			Hp V241p Monitor	3CQ6190N18		
20-107	16954			Hp ProDisplay P221 Monitor	6CM3210MKW		
20-108	17172			Samsung S27D360H Monitor	02X4HCHG504380K		
20-109	17218			View Sonic VA2232WM	RMB103100342		
20-110	17202			Samsung S27D360H Monitor	02X4HCPF708052B		
20-111	17167			Hp L2045w	CNT726Q2B3		
20-112	16532			Samsung SyncMaster 2220WM	WJ22H9FPC08704N		
20-113	17166			Hp L2045w	CNT735Q0KC		
20-114	16389			View Sonic VX2033WM	RA5101340844		
20-115	17575			Hp Z24n Monitor	CN47300WRD		
20-116	16948			Hp ProDisplay P221 Monitor	6CM3091ZT0		
20-117	17576			Hp P224 23.8inch Display	CN49410BXF		

CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Information Tech MONTH December 2020 PAGE 2 of 2

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
20-118	16773			Hp LaserJet 2035	CNB9J36280		
20-119	17518			Brother FAX4100e	U61639F5J566964		
20-120	17577			Nex MultiSync V463 LCD Monitor	R-41005622		
20-121	17578			Hp Color LaserJet CM 4540	JPBCBD802Q		
20-122	17579			Dell SE2717HR Monitor	CN-093JWK-64180-73T-1D58		
20-123	17503			LaserJet Pro M402dw Printer	PHBVD49795		
20-124	16356			Hp Laserjet 1536 dnf MFP	CNB9BDFD1R		
20-125	17516			Microwave MG14	0A427WDJ603165Z		
20-126	17488			Hp Compaq 8200 Elite CM	MXL1250M5X		
20-127	17515			Nex MultiSync V463 LCD Monitor	4Y028193NA		
20-128	17514			SHARP LC-65E77UM		4822836	
20-129	17513			SHARP LC-65E77UM		4848347	
20-130	17512			SHARP LC-65E77UM		4827847	
20-131	17511			SHARP LC-65E77UM		4827854	
20-132	17436			Big Black Chair	n/a		



CITY COUNCIL AGENDA REPORT

DATE:	MARCH 15, 2021	FILE I.D.:	HSV105
SECTION:	CONSENT - AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	1	PREPARER:	A. COLUNGA

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 21-14, AMENDMENT NO. 2 TO AGREEMENT NO. 18-34 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO PROVIDE ADDITIONAL FUNDING TO SUPPORT THE SENIOR CITIZEN TRANSPORTATION PROGRAM

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-14, an amendment to the existing contract with the San Bernardino County Department of Aging and Adult Services (DAAS).

Proposed Agreement No. 21-14 with DAAS is attached for review and consideration by the City Council.

BACKGROUND: On June 4, 2018, City Council approved agreement 18-34 with the San Bernardino County Department of Aging and Adult Services to provide funding to support the Senior Citizen Transportation Program for older adults, ages 60 and over. The City of Montclair is contracted to annually serve 40 participants and provide 3,500 units of service (one unit is equivalent to a one-way trip). Agreement No. 18-34 was first amended by Agreement No. 19-32 on May 6, 2019, which increased the not-to-exceed funding amount and incorporated updated Civil Rights Compliance requirements for the Senior Citizen Transportation Program.

This fiscal year, units of service include delivery of meals to seniors that are unable to transport themselves to the curbside pickup meal service. Curbside pickup rather than the usual congregate meal setting at the Montclair Senior Center was implemented as a result of the COVID-19 safety measures that began in March of 2020.

Agreement No. 21-14, the second amendment to Agreement No. 18-34, includes an additional \$60,000, for a not-to-exceed grant amount of \$111,000 for the three-year grant period.

The term of Agreement No. 18-34 remains unchanged (July 1, 2018 through June 30, 2021).

FISCAL IMPACT: Approval of this contract amendment will increase the cost reimbursement not-to-exceed amount from \$51,000 to \$111,000 for three years. The actual contract funding for each fiscal year continues to remain subject to the availability of funds. Available funding will continue to assist the City with paying staff wages and other allowable program costs.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 21-14, Amendment No. 2 to Agreement No. 18-34 with the San Bernardino County Department of Aging and Adult Services to provide additional funding to support the Senior Citizen Transportation Program.



Contract Number

18-311 A-2

SAP Number

4400008023

Agreement No. 21-14

Department of Aging and Adult Services

Department Contract Representative	<u>Patty Steven</u>
Telephone Number	<u>(909) 388-0212</u>
Contractor	<u>City of Montclair</u>
Contractor Representative	<u>Marcia Richter</u>
Telephone Number	<u>(909) 625-9453</u>
Contract Term	<u>July 1, 2018 through June 30, 2021</u>
Original Contract Amount	<u>\$ 51,000</u>
Amendment Amount	<u>\$ 60,000</u>
Total Contract Amount	<u>\$111,000</u>
Cost Center	<u>5296001036</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

It is hereby agreed to amend Contract No. 18-311, effective August 1, 2020, as follows:

v. FISCAL PROVISIONS

Paragraph A is amended to read as follows:

- A. The maximum amount of cost reimbursement under this Contract shall not exceed a cumulative total of \$111,000, of which \$111,000 may be Federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to each Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. Overtime and holiday make-up time will not be permitted. Payments are subject to provisions in the Payments, Budgets, Closeout, and Audits (Attachment G). Contractor shall be compensated on a cost reimbursement basis on the basis of the Program Display for Fiscal

Years 2018-21 (Attachment H) attached hereto and incorporated by reference into this Contract.

XI. CONCLUSION

Paragraphs C and D are amended to read as follows:

- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

All other terms and conditions of 18-311 remain in full force and effect.

BOARD OF SUPERVISORS

►

Curt Hagman, Chairman, Board of Supervisors

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

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

By _____
Deputy

City of Montclair
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
Javier John Detrey
(Print or type name of person signing contract)

Title _____
Mayor
(Print or Type)

Dated: _____

Address _____
5111 Benito Street

Montclair, CA 91763

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Jacqueline Carey-Wilson, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Jennifer Mulhall-Daudel, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Sharon Nevins, Director,
Department of Aging and Adult Services

Date _____



CITY COUNCIL AGENDA REPORT

DATE: MARCH 15, 2021 **FILE I.D.:** PTD175
SECTION: CONSENT - AGREEMENTS **DEPT.:** POLICE
ITEM NO.: 2 **PREPARER:** B. KUMANSKI
SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 21-15 WITH VIGILANT SOLUTIONS, LLC
FOR INVESTIGATIVE DATA PLATFORM ACCESS

CONSIDER AUTHORIZING A \$3,500 ALLOCATION FROM THE SB 509 PUBLIC SAFETY FUND AND A \$4,250 APPROPRIATION FROM THE PROP 30/AB 109 FUND FOR COSTS ASSOCIATED WITH AGREEMENT NO. 21-15

REASON FOR CONSIDERATION: To help assist with criminal investigations, the City Council is requested to consider approval of Agreement No. 21-15 with Vigilant Solutions, LLC for investigative data platform access, and to authorize a \$3,500 allocation from the SB 509 Public Safety Fund and a \$4,250 appropriation from the Prop 30/AB 109 Fund for costs associated with said agreement.

A copy of proposed Agreement No. 21-15 with Vigilant Solutions, LLC is attached for the City Council's review and consideration.

BACKGROUND: The Police Department utilizes many technologies to assist with the investigation of crimes and apprehension of suspects. One of these technologies involves the analysis of data collected from Automated License Plate Readers (ALPRs). The Department has had ALPR technology previously, which involved cameras mounted to patrol vehicles. This system checked plates driven by to a list of known stolen vehicles, alerting the officer when it detected a stolen plate. This system was somewhat limited in its utility as it did not share information with other agencies, and it was only searchable with our own internal data. In addition, the technology is aging poorly, and has suffered several outages related to various IT-related issues. Currently, the most crippling of these issues is the obsolescence of the server that runs the system, which will not run the current software. However, due to COVID-related budget restraints, funds for this replacement were temporarily suspended. The physical cameras attached to the patrol vehicles have also reached obsolescence and would be in need of replacement to keep the system functioning.

The obsolescence of the camera hardware and incompatibility with the old server provides an opportunity to re-evaluate the ALPRs system. As a "crowd-shared" resource, ALPRs are most effective when data is available from multiple sources. Our existing product, manufactured by Neology, is not currently used by any local allied law enforcement agencies, and the City does not receive any information from outside jurisdictions. In addition, because the system is not utilized by other nearby agencies, we do not contribute or provide utility to any nearby agencies. Local agencies, such as Fontana, Ontario, Pomona, Claremont, and Chino, utilize ALPRs by Vigilant Solutions, LLC. These systems are tied to stationary cameras strategically positioned throughout the community, and the collected data is shared between all participating agencies.

The Vigilant ALPR system in use by other agencies has already proven instrumental in fighting crime in Montclair. One such example is a recent homicide in which a search by nearby agencies located a possible plate of a suspect vehicle in a Montclair Police Department investigation, providing our Detectives with confirmed identification and direction of flight. This information allowed us to alert other jurisdictions, which ultimately led to apprehension of the suspects as they attempted to flee the state. Utilizing relationships with other agencies, our Detectives have been fortunate to have participating agencies assist with several other incidents, but investigations are hampered without direct access by our own Department to this data.

Access to Vigilant Solutions ALPR data would allow Department personnel to conduct these investigations without having to rely on the assistance of outside agencies. The data is accessible without having our own stationary cameras providing data, although it is the intention of the Department to acquire stationary cameras in the future, further contributing to the shared information. Although other companies, such as Neology, offer ALPR solutions, the utility of shared data only occurs when others nearby are contributing. With no ability to share data with nearby police agencies, the utility of these systems diminishes to being ineffective. Vigilant Solutions has become the vendor of choice for the Southern California region, where most of our investigations are focused. As such, Vigilant Solutions is the only vendor that can provide the data sharing needed to be useful for conducting investigations.

Vigilant Solutions, LLC provided a quote of \$7,750 for a year of access, based on the number of sworn officers in the Department. All officers would have access to the system to assist with investigations. Currently, \$3,500 is budgeted in the SB 509 Public Safety Fund for our existing Neology ALPR system. In lieu of renewing the obsolete Neology system, these funds would be allocated toward Vigilant Solutions, with the balance of \$4,250 being paid from the Prop 30/AB 109 Fund.

FISCAL IMPACT: If authorized by the City Council, funding for Agreement No. 21-15 would result in an expenditure of \$3,500 from the SB 509 Public Safety Fund Account No. 1143-4423-52450-400-00000 (previously allocated in the Police Department's Fiscal Year 2020-21 Budget for maintenance of two existing ALPRs), and an appropriation of \$4,250 from the Prop 30/AB 109 Fund 1141.

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

1. Approve Agreement No. 21-15 with Vigilant Solutions, LLC for investigative data platform access.
2. Authorize a \$3,500 allocation from the SB 509 Public Safety Fund and a \$4,250 appropriation from the Prop 30/AB 109 Fund for costs associated with Agreement No. 21-15.



**VIGILANT SOLUTIONS – INVESTIGATIVE DATA PLATFORM
STATE AND LOCAL LAW ENFORCEMENT AGENCY AGREEMENT**

This Agreement is made and entered into effective _____, 20____ (the “Effective Date”) between Vigilant Solutions, LLC, a Delaware corporation (“Vigilant”) and _____, an Originating Agency Identifier (ORI) credentialed law enforcement agency (“Agency”).

A. Vigilant stores and disseminates to law enforcement agencies publicly and commercially gathered license plate recognition (LPR) data and booking images as a valued added component of the Vigilant law enforcement package of software; and

B. Agency desires to obtain access to Vigilant’s Software Service with available publicly and commercially collected LPR data via the Law Enforcement Archival Reporting Network (LEARN) server and publicly and commercially collected booking images via the FaceSearch server; and

C. Agency may separately purchase LPR hardware components from Vigilant and/or its authorized reseller for use with the Software Service (as defined below);

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Definitions.

(a) Booking Images. Refers to both LEA Booking Images and Commercial Booking Images.

(b) Commercial Booking Images. Refers to images collected by commercial sources and available on the Software Service with a paid subscription.

(c) Commercial LPR Data. Refers to LPR data collected by private commercial sources and available on the Software Service with a paid subscription.

(d) Confidential Information. Refers to any and all (i) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the Software Service, the Commercial LPR Data and the Booking Images; (vi) information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies, summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.



- (e) **LEA.** Refers to a law enforcement agency.
- (f) **LEA Booking Images.** Refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA's policies.
- (g) **LEA LPR Data.** Refers to LPR data collected by LEAs and available on the Software Service for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.
- (h) **License Plate Recognition ("LPR").** Refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.
- (i) **LPR Data.** Refers to both LEA LPR Data and Commercial LPR Data.
- (j) **Software Service.** Refers to a web based (hosted) suite of software applications consisting of analytical and investigative software located on a physical database server that also hosts LPR Data and Booking Images.
- (k) **User.** Refers to an individual who is an agent and sworn officer of Agency and who is authorized by Agency to access the Software Service on behalf of Agency through login credentials provided by Agency.

2. Licensed Access to the Software Service.

- (a) **Grant of License.** During the term of this Agreement, Vigilant grants Agency a non-exclusive, non-transferable right and license to access the Software Service for use in accordance with the terms of this Agreement.
- (b) **Authorized Use.** Agency is prohibited from accessing the Software Service other than for law enforcement purposes.
- (c) **Ownership of Commercial LPR Data, Commercial Booking Images, FaceSearch Software and LEARN Software.** Except for the rights expressly granted by Vigilant to Agency under this Agreement, Vigilant retains all title and rights to the Commercial LPR Data, Commercial Booking Images, FaceSearch Software and the LEARN Software. Nothing contained in this Agreement shall be deemed to convey to Agency or to any other party any ownership interest in or to any LPR Data, Booking Images, FaceSearch Software or LEARN Software.
- (d) **Restrictions on Use of Software Service.** Except as expressly permitted under this Agreement, Agency agrees that it shall not, nor will it permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the Software Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with the Software Service; (iii) decompile, disassemble or reverse engineer any software component of the Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Software Service. Agency shall instruct each User to comply with the preceding restrictions.
- (e) **Third Party Software and Data.** If and to the extent that Vigilant incorporates the software and/or data of any third party into the Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between Agency and the third party licensor, the license of Agency to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the Software Service granted by Vigilant under this Agreement. Agency specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Agency agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or (iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. Agency shall instruct each User to comply with the preceding restrictions.
- (f) **Non-Exclusive Licensed Access.** Agency acknowledges that the right or ability of Vigilant to license other third parties to use the Software Service is not restricted in any manner by this Agreement, and that it is



Vigilant's intention to license a number of other LEAs to use the Software Service. Vigilant shall have no liability to Agency for any such action.

3. Other Matters Relating to Access to Software Service.

(a) Accessibility. The Software Service, LPR Data, Booking Images and associated analytical tools are accessible to LEAs ONLY.

(b) Access to LEA LPR Data. LEA LPR Data is provided as a service to LEAs at no additional charge.

(c) Access to LEA Booking Images. LEA Booking Images are provided as a service to LEAs at no additional charge.

(d) Eligibility. Agency shall only authorize individuals who satisfy the eligibility requirements of "Users" to access the Software Service. Vigilant in its sole discretion may deny Software Service access to any individual based on such person's failure to satisfy such eligibility requirements.

(e) Account Security (Agency Responsibility).

(1) Agency shall be responsible for assigning an account administrator who in turn will be responsible for assigning to each of Agency's Users a username and password (one per user account). An unlimited number of User accounts is provided. Agency will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Agency shall notify Vigilant immediately if Agency believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Agency must notify Vigilant immediately if Agency becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

(2) User logins are restricted to agents and sworn officers of the Agency. No User logins may be provided to agents or officers of other local, state, or Federal LEAs. LPR Data must reside within the Software Service and cannot be copied to another system, unless Agency purchases Vigilant's API. Booking Images must reside within the Software Service and cannot be copied to another system, unless Agency purchase Vigilant's API.

(f) Data Sharing. If Agency is a generator as well as a consumer of LEA LPR Data or LEA Booking Images, Agency at its option may share its LEA LPR Data and/or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access the Software Service (for example, LEAs who share LEA LPR Data with other LEAs).

(g) Subscriptions. Software Service software applications, LPR Data and Booking Images are available to Agency and its Users on an annual subscription basis based the size of the agency.

(h) Application Programming Interface (API). Vigilant offers an API whereby Agency may load LPR Data and/or Booking Images and provide for ongoing updating of LPR Data or Booking Images into a third-party system of Agency's choosing. This service is offered as an optional service and in addition to the annual subscription fee described in Section 3(g).

4. Restrictions on Access to Software Service.

(a) Non-Disclosure of Confidential Information. Agency and each User will become privy to Confidential Information during the term of this Agreement. Agency acknowledges that a large part of Vigilant's competitive advantage comes from the collection and analysis of this Confidential Information and Agency's use, except as expressly permitted under this Agreement, and disclosure of any such Confidential Information would cause irreparable damage to Vigilant.

(b) Restrictions. As a result of the sensitive nature of the Confidential Information, Agency agrees, except to the extent expressly permitted under this Agreement, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through Agency's access to the Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and/or Booking Images and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data and or Booking Images and other Confidential Information in any way. Additionally, Agency agrees



to take all necessary precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

(c) **Third Party Information.** Agency recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information ("**Associated Third Party Confidential Information**"). By way of example, Associated Third Party Confidential Information includes LEA LPR Data and/or LEA Booking Images. Agency agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, (ii) not to download, copy, or reproduce any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, Agency agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information.

(d) **Non-Publication.** Agency shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the Software Service or this Agreement without first submitting the material to Vigilant and receiving written consent from Vigilant thereto. This restriction is specifically intended to ensure consistency with other media messaging.

(e) **Non-Disparagement.** Agency agrees not to use proprietary materials or information in any manner that is disparaging. This prohibition is specifically intended to preclude Agency from cooperating or otherwise agreeing to allow photographs or screenshots to be taken by any member of the media without the express consent of Vigilant. Agency also agrees not to voluntarily provide ANY information, including interviews, related to Vigilant, its products or its services to any member of the media without the express written consent of Vigilant.

(f) **Manner of Use.** Agency must use its account in a manner that demonstrates integrity, honesty, and common sense.

(g) **Survival of Restrictions and Other Related Matters.**

(1) Agency shall cause each User to comply with the provisions of this **Section 4**.

(2) Agency agrees to notify Vigilant immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this **Section 4** by Agency or any User, and Agency shall reasonably cooperate with Vigilant to regain possession of the Confidential Information, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 4**.

(3) Agency agrees that a breach or threatened breach by Agency or a User of any covenant contained in this **Section 4** will cause irreparable damage to Vigilant and that Vigilant could not be made whole by monetary damages. Therefore, Vigilant shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement.

(4) No failure or delay by Vigilant in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

(5) The restrictions set forth in this **Section 4** shall survive the termination of this Agreement for an indefinite period of time.

5. Term and Termination.

(a) **Term.** The Initial Term of this Agreement shall be for a term of one (1) year from the Effective Date of this Agreement (the "Initial Term"). Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Agency with an invoice for the Service Fee due for the subsequent twelve (12) month



period (each such period, a "Service Period"). This Agreement will be extended for a Service Period upon Agency's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Agency may also pay in advance for more than one Service Period.

(b) Termination.

(1) Agency may terminate this Agreement upon thirty (30) days prior written notice to Vigilant for any reason. Agency shall not be entitled to a refund of the annual subscription fee, or any portion thereof, if Agency terminates the agreement prior to the end of a Service Period.

(2) Vigilant may terminate this Agreement by providing thirty (30) days written notice to Agency for any reason. If Vigilant's termination notice is based on an alleged breach by Agency, then Agency shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Agency's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Agency has not reasonably cured the described breach of this Agreement, Agency shall immediately discontinue all use of the LEARN Software Service. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Agency's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Agency an amount calculated by multiplying the total amount of Service Fees paid by Agency for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

(c) Effect of Termination. Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement will immediately cease to exist and Agency must promptly discontinue all use of the Software Service, erase all LPR Data and/or Booking Images accessed through the Software Service from its computers, including LPR Data and/or Booking Images transferred through an API, and return all copies of any related documentation and other materials.

6. Miscellaneous.

(a) Notices. Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Addresses for all purposes under this Agreement are:

Vigilant Solutions, LLC
Attn: Steve Cintron
1152 Stealth Street
Livermore, California 94551
Telephone: 925-398-2079
E-mail: steve.cintron@vigilantsolutions.com

Agency: _____
Attn: _____
Address: _____

Telephone: _____
E-mail: _____



with a copy to:

Holland, Johns & Penny, L.L.P.
Attn: Margaret E. Holland
306 West Seventh Street, Suite 500
Fort Worth, Texas 76102
Telephone: 817-335-1050
E-mail: meh@hjp LLP.com

Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

(b) Disclaimer. Vigilant makes no express or implied representations or warranties regarding Vigilant's equipment, website, online utilities or their performance, availability, functionality, other than a warranty of merchantability and fitness for the particular purpose of searching for license plate locations in the database and performing other related analytical functions. Any other implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed and excluded.

(c) Limitations of Liability. VIGILANT WILL NOT BE LIABLE FOR AGENCY'S USE OF THE LPR DATA, BOOKING IMAGES OR SOFTWARE SERVICE APPLICATIONS AND WILL NOT BE LIABLE TO AGENCY UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF BUSINESS). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR OTHERWISE UNENFORCEABLE VILIGANT'S CUMULATIVE LIABILITY TO AGENCY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$10,000.00.

(d) Indemnification. Agency agrees to indemnify, defend and hold harmless Vigilant and its employees, representatives, agents, officers, directors, and corporate employees (each, an "Indemnified Party"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim (i) resulting from Agency's or a User's breach of this Agreement, (ii) that involves any vehicle owned or operated by Agency, (iii) or any employee or independent contractor hired by Agency or (iv) any and all claims based on Agency's or a User's actions or omissions.

(e) Independent Contractor Status. Each party will at all times be deemed to be an independent contractor with respect to the subject matter of this Agreement and nothing contained in this Agreement will be deemed or construed in any manner as creating any partnership, joint venture, joint enterprise, single business enterprise, employment, agency, fiduciary or other similar relationship.

(f) Assignment of this Agreement. Agency may not assign its rights or obligations under this Agreement to any party, without the express written consent of Vigilant.

(g) No Exclusivity. Vigilant may at any time, directly or indirectly, engage in similar arrangements with other parties, including parties which may conduct operations in geographic areas in which Agency operates. Additionally, Vigilant reserves the right to provide LPR Data and Booking Images to third-party entities for purposes of promotions, marketing, business development or any other commercially reasonable reason that Vigilant deems necessary and appropriate.

(h) No Reliance. Agency represents that it has independently evaluated this Agreement and is not relying on any representation, guarantee, or statement from Vigilant or any other party, other than as expressly set forth in this Agreement.



(i) Governing Law; Venue. THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES. THE PARTIES HERETO CONSENT THAT VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT WILL BE IN TARRANT COUNTY, TEXAS.

(j) Amendments. Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both parties. Vigilant's waiver of any breach or default will not constitute a waiver of any other or subsequent breach or default.

(k) Entirety. This Agreement and the Agency's purchase order, setting forth Vigilant's Software Service being purchased by Agency pursuant to this Agreement and the related product code and subscription price, represent the entire agreement between the parties and supersede all prior agreements and communications, oral or written between the parties. Except to the limited extent expressly provided in this **Section 6(k)**, no contrary or additional terms contained in any purchase order or other communication from Agency will be a part of this Agreement.

(l) Force Majeure. Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.

(m) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(n) Price Adjustments. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Agency notice of the proposed increase on or before the date that Vigilant invoices Agency for the upcoming Service Period.

(o) CJIS Requirements. Agency certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

Company: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Agency: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

*[signature page – Investigative Data Platform
State and Local Law Enforcement Agency Agreement]*



Exhibit A: CJIS Requirements

Vigilant and Agency agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and Agency agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Agency use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and Agency agree that Agency owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Agency-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and Agency agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and Agency agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and Agency agree that Agency is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Agency.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Agency owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.
7. Vigilant agrees to immediately inform Agency of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.



8. Vigilant will only allow authorized support staff to access Agency's account or Agency data in support of Agency as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Agency data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform Agency of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Agency.
13. Vigilant will advise Agency when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Agency owned data and Vigilant systems as intended by Agency and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Agency owned information through Agency managed role-based access and applied sharing rules configured by Agency.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Agency owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Agency can monitor access and activity of Vigilant support staff and Agency users for unauthorized access, disclosure, alteration or misuse of Agency owned data. (Vigilant support staff will only have access when granted by Agency.)
23. Vigilant will only perform direct support remote access to Agency systems/infrastructure when requested, authorized and physically granted access to the applications/systems by Agency. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by Agency data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Agency data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by Agency, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Agency.
28. Vigilant agrees that Agency owns all Agency contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of Agency.

Agency:

1. Agency agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Agency agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or



system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.

3. Agency agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Agency agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Agencies, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Agency agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Agency agrees that they are responsible for proper equipment operation and placement of equipment.
7. Agency agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Agency information.
8. Agency agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Agency.
9. Agency agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Agency agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Agency agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Agency agrees to reinforce client staff policies for not sharing user accounts.
13. Agency agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Agency agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Agency agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Agency agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Agency agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Agency agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Agency created policies and procedures that guide user access and appropriate use of the system.
19. Agency agrees that information and services provided through Vigilant products do not provide any actionable information, Agency users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
MARCH 2, 2020, AT 7:53 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Raft called the meeting to order at 7:53 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Raft, Council Member Ruh, and City
Manager Starr

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of March
2, 2020.**

Moved by Council Member Ruh, seconded by Mayor Pro Tem Raft,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of March 2, 2020.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 7:54 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:05 p.m., the Personnel Committee returned from Closed Session.
Mayor Pro Tem Raft stated that no announcements would be made at this
time.

VI. ADJOURNMENT

At 8:05 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE ADJOURNED MEETING OF THE MONTCLAIR
CITY COUNCIL HELD ON WEDNESDAY, FEBRUARY 24, 2021, AT
6:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Dutrey called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present: Mayor Dutrey; Mayor Pro Tem Ruh; Council Members Johnson, Martinez, and Lopez

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

III. COUNCIL WORKSHOP

A. Fiscal Year 2020-21 Midyear Budget Review

1. Consider Review of the City's Fiscal Operations and Approval of Proposed Changes to the Fiscal Year 2020-21 Budget

Finance Manager Kulbeck reported the status of the City's financial operations at midyear and discussed specific changes to the City's Estimated Revenue and Appropriations Budgets in conjunction with the showing of a PowerPoint presentation.

She reviewed the City Manager's recommended changes to the City's General Operating Fund expenditures as follows:

- Administrative Services Department — Increasing *Personnel - Special Consulting Services* by \$4,500, *Psychological Assistance* by \$6,000, *Medical Examinations* by \$4,500, *Personnel Testing* by \$7,000; and *Psychological Exams* by \$4,000. The proposed adjustments would result in a net increase of \$26,000 for the Administrative Services Department.
- Fire Department — Increasing *Emergency Services - Overtime* by \$300,000 and *Uniforms* by \$9,000; *Emergency Services Personnel - Protective Equipment* by \$20,000; and *Personnel Development - Program Supplies* by \$2,100. After several intra-department transfers of funds to ensure adequate funding, the proposed adjustments would result in a net increase of \$439,600 for the Fire Department.
- Public Works Department — Increasing *Management and Construction - Special Consulting Services* by \$1,300; *Streets - Overtime* by \$7,000 and *Uniforms* by \$2,300; *Parks - Overtime* by \$15,000; *Vehicle Maintenance - Propane* by \$2,000, *Compressed Natural Gas* by \$7,000, and *Maintenance Transportation Work Equipment* by \$10,000; *Sewer Maintenance Services - Overtime* by \$9,000; *Building Maintenance - Overtime* by \$6,500, *Uniforms* by \$1,500, and *Special Contract Services* by \$13,000; *Heating and Air Conditioning - Overtime* by \$3,000 and *Maintenance and Repair* by \$11,705; and *Janitorial Services - Overtime* by \$1,500. The proposed adjustments would result in a net increase of \$90,805.

Finance Manager Kulbeck presented the City Manager's recommendations to increase the Estimated Revenue Budget by \$1,513,884 and spending authority to the Appropriations Budget by \$447,905 in the General Operating Fund. She indicated that approval of both the revised Appropriations and Estimated Revenue Budgets would have a positive budgetary impact to the General Fund of \$1,065,979.

Finance Manager Kulbeck led a discussion on the passage of Measure L, the City's new one-percent Transactions and Use Tax and the annual revenue of \$8.7 million estimated for Fiscal Year 2021-22 that would be allocated to the General Fund. She reviewed several potential uses for the additional funds including annual bond payments, capital purchases, personnel costs, services and supplies, infrastructure projects, and other general governmental operations. She noted the City would look into a potential bond issue to fund \$47,145,000 for future capital infrastructure projects.

Finance Manager Kulbeck reviewed the City's current status with annual payments to the **California Public Employees' Retirement System (CalPERS)** for the City's unfunded actuarial accrued liability (UAL) as determined by CalPERS, which have been increasing dramatically over the past decade. She led a discussion of the option to consider a \$76.7 million pension bond to pay off the City's current UAL to stabilize the increases by paying off the bond over a defined period of 20 to 25 years. She reviewed several potential level and bell curve debt service payment structures that could potentially provide savings of \$30 million to \$40 million over that period in estimated UAL payments to CalPERS.

Moved by Council Member Johnson and seconded by Council Member Ruh that the City Council receive and file the City's Midyear Budget Review documents and approve both proposed changes to the estimated revenues and appropriations of the City of Montclair Fiscal Year 2020-21 Budget.

By roll call vote, the motion carried 4-1 as follows:

AYES: Martinez, Johnson, Ruh, Dutrey
NOES: Lopez
ABSTAIN: None
ABSENT: None

IV. PUBLIC COMMENT - None

V. ADJOURNMENT

At 7:48 p.m., Mayor Dutrey adjourned the City Council.

Submitted for City Council approval,



Andrea M. Phillips
City Clerk

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, MARCH 1, 2021 AT 7:00 P.M. CONDUCTED REMOTELY PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDERS SUSPENDING CERTAIN ASPECTS OF THE BROWN ACT DURING THE COVID-19 STATE OF EMERGENCY AND MANDATING STAY-AT-HOME SAFETY PROTOCOLS

I. CALL TO ORDER

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

II. INVOCATION

The invocation was given by **Pastor Donald Rucker, Christian Development Center.**

III. PLEDGE OF ALLEGIANCE

Council Member/Director Martinez led meeting participants in the Pledge.

IV. ROLL CALL

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

City Manager/Executive Director Starr; Director of Administrative Services and Human Resources Hamilton; Finance Manager Kulbeck; Public Works Director/City Engineer Castillo; Human Services Director Richter; Senior Management Analyst Fuentes; City Attorney Robbins; City Clerk Phillips

V. PRESENTATIONS

A. COVID-19 Community Recognition Award

Mayor Dutrey presented the COVID-19 Community Recognition Award to **Love for Humanity**, which was accepted by **Mr. William Lurette**, co-founder of the nonprofit.

Mayor Dutrey stated that **Love for Humanity** partners with local churches to stock food pantries and has shifted its distribution protocols since the beginning of the pandemic due to increased demand by partnering with **Our Lady of Lourdes Catholic Church** in Montclair as a distribution center for other local churches to improve its ability to deliver food to a wider network of pantries.

Mr. Lurette stated he is grateful for the recognition and noted the organization started in Montclair in 2013 and has expanded to Ontario and Riverside. He advised **Love for Humanity** also provides school supplies to schools including three in Montclair.

Mayor Dutrey thanked **Mr. Lurette** for his dedication and service and advised he would arrange to personally present him with a Certificate of Recognition and a City pin.

VI. PUBLIC COMMENT

A. **Mrs. Carolyn Raft**, resident, thanked City Manager Starr for his excellent job handling the COVID-19 crisis over the past year and stated while it is unfortunate the businesses in Montclair have had to suffer through the pandemic, the City will also feel the effects through lost tax revenues.

She stated Council Member Lopez needs to get used to criticism, noting she was the target of many unpleasant comments from residents including him. She questioned his "no" vote to adopt the City Manager's recommended budget adjustments at last week's

Midyear Budget Review meeting, and advised him it is his responsibility to explain his reasons for opposing staff's recommendations to his constituents and his Council colleagues. She stated all departments are important and Council Members should not favor or make promises to one. She added Council actions require consensus from at least three members of the Council, not a single person.

- B. **Mr. Robert Pipersky**, resident, stated he has been a City employee for 41 years and, despite his unsuccessful bid for Council this past election, intends to retire and is contemplating running for Mayor in 2022. He stated he is excited for the passage of Measure L and while he supports the City using a portion of the revenues to pay for a bond to fund infrastructure projects, he expressed his support for some of those funds to be used to improve employee wages so they are comparable to surrounding cities. He noted improving wages is something he would continue to support should he make it on the Council, pointing out he would be retired and would not receive the benefits as an employee.

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

Council Member Lopez requested Item B-2 be removed from the consent calendar.

Moved by Council Member/Director Lopez, seconded by Mayor Pro Tem/Vice Chair Ruh, and carried 5-0 by roll call vote, the City Council approved the remainder of the Consent Calendar as presented (with discussion on Item C-1):

A. Approval of Minutes

1. Regular Joint Meeting — February 16, 2021

The City Council, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors approved the minutes of the February 16, 2021 regular joint meeting.

B. Administrative Reports

1. Authorizing a \$51,716.12 Appropriation from the COVID-19 Fund to Purchase a Replacement Hardwired Uninterruptible Power Supply for the Police Department Server Room, Dispatch, Radio, and 9-1-1 System

The City Council authorized a \$51,716.12 appropriation from the COVID-19 Fund to purchase a replacement hardwired uninterruptible power supply for the Police Department server room, Dispatch, radio, and 9-1-1 system.

3. Approval of City Warrant Register and Payroll Documentation

The City Council approved the City Warrant Register dated March 1, 2021, totaling \$1,076,290.86; and the Payroll Documentation dated January 31, 2021, amounting to \$707,145.82 gross, with \$486,234.94 net being the total cash disbursement.

C. Agreements

1. Approval of Agreement Nos. 21-08, 21-09, and 21-10 with Montclair Little League and Golden Girls Softball League for Use of Ball Field Facilities

Mayor Dutrey advised the Governor has now updated guidelines for youth sports and if the Leagues meet the requirements outlined in these agreements, they can move forward with their activities using the City's parks based on the current tier of the County in the state's reopening blueprint. He stated he is

excited for outdoor youth activities to be starting up again after being shut down for a year.

PENDING
APPROVAL

Council Member Martinez commended staff's ability to draft this agreement in a two-week period and thanked the **Montclair Little League** for its understanding, patience, and cooperation.

Council Member Lopez stated many of the COVID-19 safety provisions contained in the agreements come from the California Department of Public Health. He stated he is glad to see that testing is encouraged and voluntary and not mandated for coaches and players.

The City Council approved *Agreement Nos. 21-08, 21-09, and 21-10* with Montclair Little League and Golden Girls Softball League for use of ball field facilities.

2. Approval of Agreement No. 21-11 with Van Lant & Fankhanel, LLP to Provide Accounting and Auditing Services to the City of Montclair and its Related Entities

The City Council approved *Agreement No. 21-11* with Van Lant & Fankhanel, LLP to provide accounting and auditing services to the City of Montclair and its related entities.

3. Approval of Agreement No. 21-12 with Van Lant & Fankhanel, LLP to Provide Auditing Services to the Successor Agency Related to Bond Transactions

The Successor Agency Board approved *Agreement No. 21-12* with Van Lant & Fankhanel, LLP to provide auditing services to the Successor Agency related to bond transactions.

4. Approval of Agreement No. 21-13 with Anthesis to Provide Custodial Services for the Sports Field Restrooms

The City Council approved *Agreement No. 21-13* with Anthesis to provide custodial services for the sports field restrooms.

D. Resolutions — None

IX. PULLED CONSENT CALENDAR ITEMS — None

B. Administrative Reports

2. Authorization to Create the Position of Assistant Engineer in the Public Works Department

Council Member Lopez asked how the base pay of \$6,777 for this position was determined and whether there is a current staff member in mind for the position or if it will be an open recruitment.

City Manager Starr stated there will be an open recruitment for this position and that while internal staff are welcome to apply, it is not believed that any currently meet the requirements. He advised a salary survey was conducted with surrounding cities to determine the appropriate salary range. He noted this position fits into a future reorganization of the Public Works Department that is being planned due to several recent retirements and resignations, and is also intended to prepare the department to successfully manage the anticipated influx of construction projects to be funded through a contemplated infrastructure bond. He stated the prospective candidate for the position will have an engineering degree and project management experience and will be able to assist the Public Works Director with these projects and could potentially be his successor when he retires in the next decade or so.

Council Member Lopez stated while he sees the need for the position, he takes issue with the starting salary being higher than the City's firefighters and mid-level police officers.

Moved by Mayor Pro Tem Ruh, seconded by Mayor Dutrey, and carried by a 4-1 roll call vote with Council Member Lopez dissenting, the City Council authorized creation of the position of Assistant Engineer in the Public Works Department.

X. BUSINESS ITEMS

A. Consider Providing Direction to Staff Related to Assembly Bill 571 (AB571) Imposing Local Campaign Contribution Limits

Mayor Pro Tem Ruh stated he feels the City's elections have been fine without implementing contribution limits.

Council Member Johnson agreed, and stated it may make sense to simply allow the state's limits to apply to avoid enforcement costs.

Council Member Lopez stated his belief that there is a danger with accepting the state's limits and that the authority would be removed from the City Clerk. He noted he reviewed campaign statements from the 2020 election and his campaign spent \$13,400; **Mrs. Juliet Orozco** spent \$1,502; **Mr. Pipersky** spent \$6,400; **Mr. Oscar Miranda** spent \$10,000 between his committees for his candidacy and opposing Measure L; and Council Member Johnson spent \$16,000. He stated there is not an influx of outside funds coming into Montclair politics and that he would support having no limits while following the current reporting requirements, which provide transparency.

Council Member Martinez stated she would support taking no action, noting the state's default limits would have little to no effects on how campaigns have been run in the past three decades and having the state remain the enforcer would serve as a protective measure for the City.

Mayor Pro Tem Ruh moved that the City Council direct staff to draft a resolution setting no limits on campaign contributions. The motion passed 4-1 with Council Member Martinez dissenting.

XI. COUNCIL WORKSHOP

A. Update on Housing Element of the General Plan

Moved by Mayor Pro Tem Ruh, seconded by Council Member Johnson, and carried unanimously 5-0, the City Council continued this item to an adjourned meeting held as a joint workshop with the Planning Commission on Wednesday, March 3, 2021, at 6:00 p.m.

XII. COMMUNICATIONS

A. Department Reports — None

B. City Attorney

City Attorney Robbins requested the City Council meet in closed session for conference with legal counsel regarding the following matter:

1. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference with City's Designated Labor Negotiator Edward C. Starr

Agency: City of Montclair

Employee Management, Montclair City Confidential

Organizations: Employees' Assoc., Montclair General Employees' Assoc., Montclair Fire Fighters' Assoc., and Montclair Police Officers' Assoc.

C. City Manager/Executive Director

City Manager Starr provided an update on COVID-19 statistics and vaccine availability, including a consistently decreasing case and death rate; the recent FDA emergency approval of the 84% efficacy-rate single-dose **Johnson & Johnson** vaccine; and the updated CDC guidance that vaccinated individuals do not need to quarantine after exposure unless they develop symptoms. He reported the following:

The County could potentially migrate to the red tier in mid- to late-March, which would allow for more businesses including Montclair's new **AMC Theater** to open under modified operating guidelines and for indoor dining to resume.

The state has contracted with **Blue Shield** to oversee the vaccination programs throughout the state, including in San Bernardino County, and **OptumServe**, a healthcare operations firm, will assist with the vaccination program administration process. The program will follow the state's vaccination schedule in all counties to provide consistency and equity in vaccine distribution. Appointments will be managed through <https://myturn.ca.gov> or can be made by calling (833) 422-4255. Inoculation of teachers and education workers is an immediate focus of the state's vaccination program in anticipation of allowing schools to open at the end of March. Beginning March 15th, high-risk individuals ages 16-64 will be eligible to receive the vaccine as determined by the authorized healthcare providers administering vaccines through this program.

San Bernardino County was successful occupying 100% of the 427 rooms available under the state's Project Roomkey—and Montclair's Code Enforcement Division secured 10% of that allocation for homeless individuals in the community.

Council Member Lopez asked when the **AMC Theater** can open.

City Manager Starr advised the theater will be allowed to open while the County is in the red tier; however, **AMC** would still need to have the necessary personnel to open and provide theater services.

D. Mayor/Chair

1. Mayor/Chair Dutrey made the following comments:

- (a) He stated tonight's meeting would be adjourned in memory of **Mr. Herbert Stanford Kerns**, who was a longtime Montclair resident, as well as a participant in and volunteer for many Montclair community programs.
- (b) He stated while it has been a long year, the vaccines are providing a light at the end of the tunnel. While things seem to be improving, there are many gathering events coming in the coming months like St. Patrick's Day, Easter, Cinco de Mayo, Mother's Day, and Memorial Day. He encouraged the community to continue to wear masks, socially distance, and get vaccinated.
- (c) He stated **Ontario-Montclair School District (OMSD)** will tentatively start hybrid online and in-person classes on April 5th. He advised last week **OMSD** teachers and staff were receiving vaccines at the Montclair Hospital Medical Center. He stated he is not aware of plans for **Chaffey Joint Union High School District's** to resume in-person classes at **Montclair High School**, but he suspects they are looking at it closely.

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

1. Mayor Pro Tem/Vice Chair Ruh made the following comments:

- (a) He urged the community to continue with safety precautions, even with vaccines. He stated his concern that with kids returning to schools and restaurants reopening for indoor dining, there will be another surge with the new variants.
- (b) He encouraged everyone to reach out and help their neighbors who may be elderly or computer-illiterate to get vaccine appointments online.

- (c) In honor of *Women's History Month*, he discussed the life and political advocacy of **Fannie Lou Hamer**, who fought for African Americans' voting rights throughout the 1960s and 1970s, co-founded the **Mississippi Freedom Democratic Party**, was a member of Mississippi's first integrated delegation, and suffered many injustices for being African American and a woman, and for her political activism throughout her lifetime. He added a local community member, **Pastor Donald Rucker**, is the nephew of **Mrs. Hamer**.
2. Council Member/Director Johnson echoed sentiments to continue to follow safety precautions taken throughout the pandemic, and noted her disbelief that some still doubt the severity of the virus. She stated she personally has lost four people to COVID-19 in the past two months.
 3. Council Member/Director Martinez thanked Mayor Pro Tem Ruh for sharing the story of **Mrs. Hamer**.
 4. Council Member/Director Lopez made the following comments.
 - (a) He stated he had intended to explain his vote at the Midyear Budget Review, especially after several inquiries from staff, residents, and the press. He stated he received a hard copy of the presentation just before the meeting and feels he was not given enough time to review the slides. He stated he disagreed with some cuts in the proposal and did not want to get into an argument over the bones of contention for departments' requested increases.
 - (b) He defended his position as an advocate for public safety, noting he is aware some are referring to him as "the fire guy." He stated he has been devoted to public safety for 20 years prior to his election, and he wants to see the City close the revolving door at the fire department and address the threat of the County program hiring lateral fire personnel. He noted he also concurs with **Mr. Pipersky** on the salary issue and believes it will resolve those issues.
 - (c) In response to comments directed at him by **Mrs. Raft**, he stated he has been taking criticism from residents at council meetings well, has been respectful toward those individuals, and has offered to have a dialogue with them outside of the meeting to address their concerns. He acknowledged that he has criticized **Mrs. Raft** while she served on the Council, but it was her actions he addressed and he did not make any personal attacks on her.
 - (d) He stated last month he also lost a relative to COVID-19 and understands the reality and severity of the virus. However, while he is not in favor of things like mandated vaccines, he believes those who want them should get them. He attributed his opinions to his libertarian beliefs.

F. Committee Meeting Minutes — None

Mayor Dutrey called for a brief recess at 8:29 p.m.

XIII. CLOSED SESSION

At 8:32 p.m., the City Council went into closed session to discuss labor negotiations.

XIV. CLOSED SESSION ANNOUNCEMENTS

At 9:21 p.m., the City Council returned from closed session. Mayor Dutrey announced that information was received related to labor negotiations, and no further announcements would be made at this time.

XV. ADJOURNMENT

At 9:22 p.m., Chair Dutrey adjourned the Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board.

At 9:12 p.m., Mayor Dutrey adjourned the City Council to the Update on Housing Element of the General Plan Workshop on Wednesday, March 3, 2021, at 6:00 p.m.

The meeting was adjourned in memory of **Mr. Herbert Stanford Kerns**, resident of Montclair since 1956, Senior Center volunteer, and cherished member of the community.

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



Andrea M. Phillips
City Clerk

PENDING APPROVAL

CITY OF MONTCLAIR
TREASURER'S REPORT
FOR THE MONTH ENDING
FEBRUARY 28, 2021

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STATEMENT OF CASH AND INVESTMENT ACCOUNTS

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CASH AND INVESTMENTS BY TYPE

**CITY OF MONTCLAIR
STATEMENTS OF COMPLIANCE WITH THE INVESTMENT POLICY
AND INVESTMENT STRATEGY**

FEBRUARY 28, 2021

COMPLIANCE STATEMENT

The City has the following amount invested in various financial instruments. This conforms with the investment policy approved by the City Council.

Total Investments	<u>\$ 32,725,697</u>
-------------------	----------------------

During the current month the City was in compliance with the internal control procedures set forth in the Investment Policy.

INVESTMENT STRATEGY FOR THE UPCOMING MONTH

During the upcoming month, surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the Investment Policy. The City has sufficient monies available to meet expenditures during the next six month period.

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF FEBRUARY 28, 2021

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance	
General Fund	\$ (2,678,961.52)	\$ 2,282,703.20	\$ 2,183,202.10	\$ (198,214.99)	\$ (2,777,675.41)	(1)
Gas Tax Fund	(199,113.49)	61,933.62	144,159.99	-	(281,339.86)	(2)
Road Maintenance - Section 2032	1,346,126.53	54,046.95	-	-	1,400,173.48	
Measure I Fund	3,125,071.50	87,200.63	-	-	3,212,272.13	
Traffic Safety	60,483.71	14,638.45	-	-	75,122.16	
Disability Access Fund - Bus. License	33,086.60	853.20	245.40	-	33,694.40	
Park Maintenance	91,125.85	-	2,902.23	-	88,223.62	
Park Development	1,800,207.06	-	-	-	1,800,207.06	
CDBG	(49,210.47)	-	23,048.04	-	(72,258.51)	(2)
May Bdgt Revise Cares Act Dist	-	-	-	-	-	
SB2 Planning Grant	(86,950.00)	-	-	-	(86,950.00)	(2)
Air Quality Improvement Trust	173,932.51	-	-	-	173,932.51	
SB Cty Cares Act Relief Fund	-	-	-	-	-	
SB Cty Cares Act Infrastructure	(703,107.78)	-	50.67	-	(703,158.45)	(2)
Senior Nutrition Program	(63,245.63)	13,344.98	32,611.54	-	(82,512.19)	(2)
Forfeiture Fund - State	117,320.69	-	-	-	117,320.69	
Proposition 30/SB 109	130,232.78	-	-	-	130,232.78	
SB 509 Public Safety	242,768.72	32,483.00	13,125.68	-	262,126.04	
Forfeiture Fund-Federal/DOJ	367,792.10	35,688.42	-	-	403,480.52	
Asset Seizure Fund	0.02	6,775.01	-	-	6,775.03	
Section 11489 Subfund	45,008.24	-	-	-	45,008.24	
Fed Asset Forfeiture-Treasury	87,679.14	-	-	-	87,679.14	
School District Grant Fund	-	-	-	-	-	
State Supplemental Law Enforce	422,227.70	23,083.09	-	-	445,310.79	
Local Law Enforcement Block Gr	-	-	-	-	-	
PC 1202.5 Crime Prevention	2,037.76	11.56	-	-	2,049.32	
Recycling Grant Fund	65,685.00	-	-	-	65,685.00	
Homeless Emergency Aid Program	(6,000.91)	33,744.43	49,667.43	-	(21,923.91)	(2)
Bureau of Justice Assistance	(36,863.89)	-	-	-	(36,863.89)	(2)
Expanded Learning Program Fund	140,973.43	126,353.89	151,060.37	-	116,266.95	
OTS Grant	-	8,540.54	-	-	8,540.54	
FIRST 5 Fund	1,590.20	-	-	-	1,590.20	
Safety Dept. Grants	20,080.55	-	-	-	20,080.55	
OSMD Immunization Grant	5,644.83	-	4,500.01	-	1,144.82	
Mt Baldy United Way	-	-	-	-	-	
Kaiser Permanente Grant	5,089.08	-	-	-	5,089.08	
Resource Center Grant - OMSD	(1,291.03)	-	2,853.45	-	(4,144.48)	(2)
Title IIIB Sr Support Services	15,913.76	-	-	-	15,913.76	
Healthy Community Strategic Plan	18,027.78	-	-	-	18,027.78	
Kindergarten ExLP	-	-	-	-	-	
ExLP Supplemental Grant	47,938.72	11,984.68	-	-	59,923.40	
Hope Through Housing Grant	-	-	-	-	-	
E.M.S. - Paramedic Fund	(20,269.28)	4,647.47	5,827.64	-	(21,449.45)	(3)
Economic Development	5,705,685.93	-	176,301.12	-	5,529,384.81	
City Contributions/Donations Fund	500.00	-	-	-	500.00	
Sewer Operating Fund	1,879,078.55	390,317.03	823,112.69	-	1,446,282.89	
Sewer Replacement Fund	2,107,340.14	-	-	-	2,107,340.14	
CFD 2011-1 (Paseos)	149,163.87	-	1,717.95	-	147,465.92	
CFD 2011-2 (Arrow Station)	107,276.54	615.54	438.75	-	107,453.33	
Inland Empire Utility Agency	3,653,204.34	-	489,313.56	-	3,163,890.78	
Sewer Expansion Fee Fund	590,156.91	710.75	-	-	590,867.66	
Developer Impact Fees - Local	1,108,173.33	-	-	-	1,108,173.33	
Developer Impact Fees - Regional	91,448.34	-	-	-	91,448.34	
Burrtec Pavement Impact Fees	214,220.28	-	-	-	214,220.28	
PUC Reimbursement Fund-MVGS	1,689,981.14	-	-	-	1,689,981.14	
Utility Underground In-Lieu	220,516.52	120,000.00	-	-	340,516.52	
General Plan Update Fee	83,011.14	626.11	-	-	83,637.25	
Housing Fund	555,326.51	-	-	-	555,326.51	
Public Education/Govt. PEG Fee Fund	32,178.37	-	-	-	32,178.37	
Infrastructure Fund	(2,225,577.89)	90,714.68	110,499.06	-	(2,245,362.27)	(4)
COVID-19	(385,486.34)	-	43,513.20	198,214.99	(230,784.55)	
Successor Agency Bonds-Taxable	4,783,964.21	-	-	-	4,783,964.21	
Successor Agency Bonds-Tax Exempt	8,504,751.13	-	215,437.00	-	8,289,314.13	
2014 Lease Revenue Bond Proceeds	(1,140,415.97)	628,059.00	51,228.81	-	(563,585.78)	
2014 Lease Revenue Bond Debt Svc	24,047.04	177,609.18	-	-	201,656.22	(5)
Contingency Fund	233,836.96	-	-	-	233,836.96	(1)
Assigned General Fund Reserves	9,157,275.87	299,923.92	128.92	-	9,457,070.87	(1)
TOTALS	\$ 41,660,707.18	\$ 4,506,609.33	\$ 4,524,945.61	\$ -	\$ 41,642,370.90	

Negative Cash Notes follow this presentation.

Notes on Negative Cash Balances

- (1) The General Operating Fund may have a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. As Contingency and General Reserves exceed this negative, the City is not utilizing restricted resources.
- (2) These are reimbursable grant funds that utilize general pool monies initially to cover expenditures pending reimbursement from the granting agencies. Therefore, it is not uncommon for these to be negative until that reimbursement is received.
- (3) This fund has operational deficits annually. At the end of the fiscal year it is restored by a General Fund Transfer.
- (4) The Infrastructure Fund receives transfers from other funds to accomplish infrastructure projects. Those transfers are usually recorded when the projects nears completion or prior to mid-year budget preparation. Any negative in that fund will be eliminated at those times. Transfers from these funds (C.D.B.G., Gas Tax, Measure I, etc.) may go negative on cash pending collections of these revenues. In this way we can determine if obligations for projects are exceeding current resources.
- (5) This debt service operation utilizes transaction and use taxes which are part of the sales tax and Successor Agency property taxes. These have been sufficient in prior fiscal years to cover the necessary debt service; however, they are not completely received until fiscal year-end. Once debt service is covered the excess will be transferred to the General Fund.

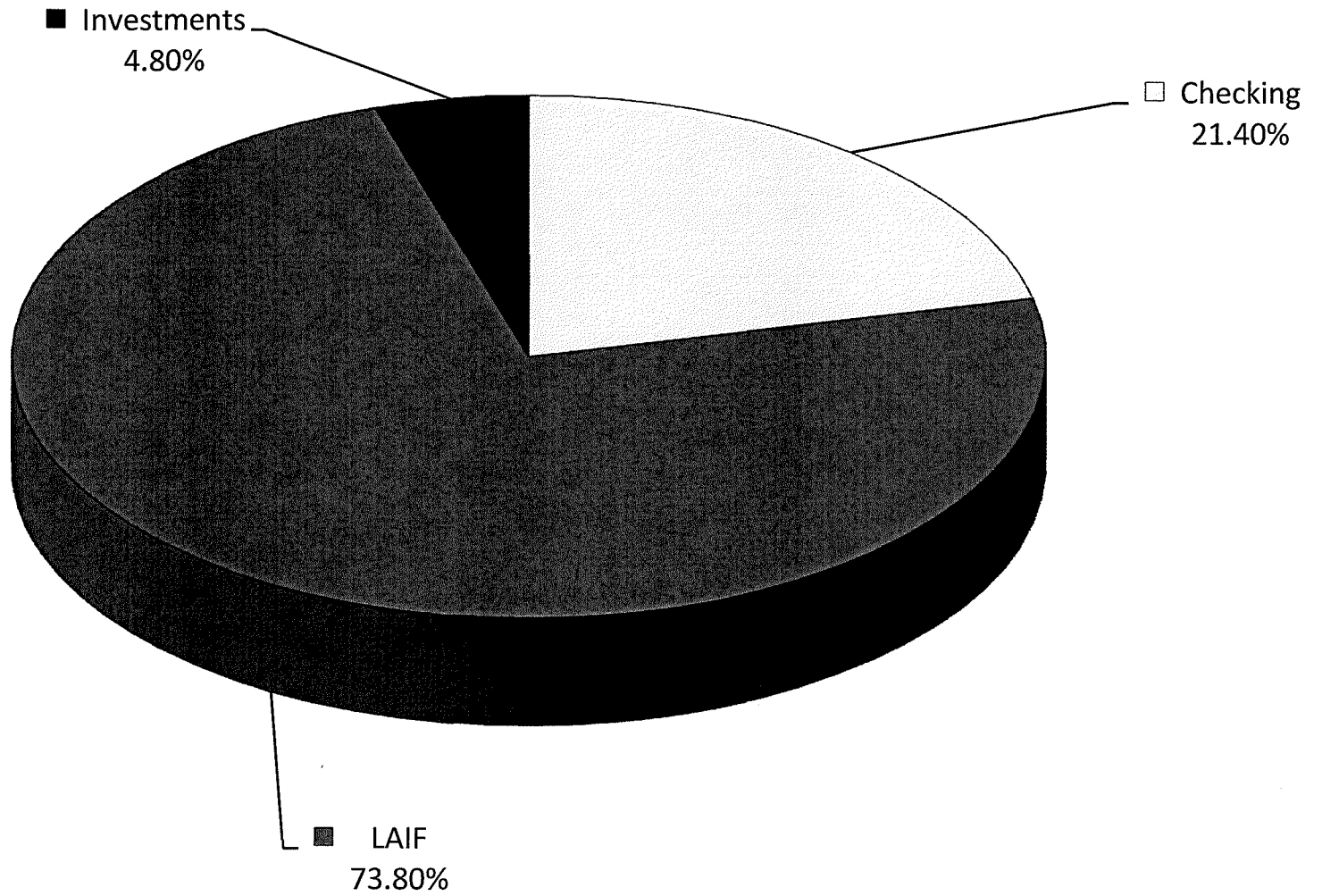
**CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF FEBRUARY 28, 2021**

	<u>Par Value</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Coupon Interest Rate</u>	<u>Current Market Value</u>	<u>Balance at Cost</u>	<u>Totals</u>
CHECKING ACCOUNT							
Checking Account							\$ 8,909,839.85
Asset Seizure Account							\$ 6,834.03
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
Local Agency Investment Fund (LAIF)				0.370%	30,852,118.82	30,725,697.02	
First American Government					2,000,000.00	2,000,000.00	
					<u>\$ 32,852,118.82</u>		\$ 32,725,697.02
U.S. AGENCY SECURITIES							
					<u>\$ -</u>		<u>\$ -</u>
TOTAL							<u>\$ 41,642,370.90</u>

Current market values obtained from US Bank.

**CITY OF MONTCLAIR
CASH AND INVESTMENTS BY TYPE
February 28, 2021**

Total Cash & Investments \$41,642,371



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
TREASURER'S REPORT**

FOR THE MONTH ENDING

February 28, 2021

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH BY FUND
February 28, 2021**

COMBINED OPERATING FUND

Operating	<u>74,061.63</u>	\$	74,061.63
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LRPRP Fund

Operating	<u>0.00</u>	\$	0.00
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RORF

	2,463,133.96		
RORF Area I	0.00		
RORF Area II	0.00		
RORF Area III	0.00		
RORF Area IV	0.00		
RORF Area V	0.00		
RORF Area VI	0.00	\$	2,463,133.96

TOTAL CASH

\$ 2,537,195.59

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH
February 28, 2021**

Checking Account

US Bank

2,537,195.59

TOTAL CASH

2,537,195.59

NOTE:

In accordance with State law, the Successor Agency receives the monies necessary to cover its obligations for the upcoming six month period. The monies are received in January and June of each year.

The Successor Agency has sufficient funds available to meet expenditures during the upcoming six-month period.

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
WARRANT REGISTER**

FOR THE MONTH ENDING

February 28, 2021

City of Montclair
Final Warrant Register
Council Date 03/15/2021
Regular Warrants
Checking Account: Successor to the RDA

	<u>Warrants</u>	<u>US Bank transfers</u>	<u>Area Totals</u>
SRDA Combined Operating Fund	3,425.00	29,376.74	32,801.74
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	0.00
	<u>3,425.00</u>	<u>29,376.74</u>	

February 2021 Total

32,801.74

Note: Reimburse City for 2/4, 2/18 payrolls
Reimb City for Portion of PERS Lump Sum Payment

Vice Chairperson Ruh

Accounts Payable

Checks by Date - Summary by Check Number

User: cramirez
Printed: 3/3/2021 8:26 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
8171	BLXGr001	BLX Group LLC	02/04/2021	1,500.00
8172	USB001	U.S. Bank	02/11/2021	1,925.00
Report Total (2 checks):				3,425.00

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR
SinglePoint
Reported Activity From 02/01/2021 To 02/25/2021
Printed on 03/03/2021 at 8:29 AM PST



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
02/18/2021	\$4,255.57	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimburse City for 02/18/21 Payroll
Initiate Date 02/18/2021
Initiate Time 12:10PM CDT
Initiated By JKULBECK
Completed Date 02/18/2021
Completed Time 12:10PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
02/17/2021	\$21,588.00	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimb City for Portion of PERS Lump Sum Payment
Initiate Date 02/17/2021
Initiate Time 09:37AM CDT
Initiated By JKULBECK
Completed Date 02/17/2021
Completed Time 09:37AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
02/04/2021	\$3,533.17	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimburse City for 02/04/21 Payroll
Initiate Date 02/04/2021
Initiate Time 10:27AM CDT
Initiated By JKULBECK
Completed Date 02/04/2021
Completed Time 10:27AM CDT

Total Number of Book Transfers: 3
Total Amount of Book Transfers: \$29,376.74

--- End of Report ---

**CITY OF MONTCLAIR
HOUSING CORPORATION
TREASURER'S REPORT**

FOR THE MONTH ENDING

February 28, 2021

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SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS
February 28, 2021

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account			
US Bank			501,585.01
Investments			
LAIF	0.39%	1,712,381.82	<u>1,708,501.27</u>
TOTAL CASH & INVESTMENTS			<u><u>2,210,086.28</u></u>

NOTE:

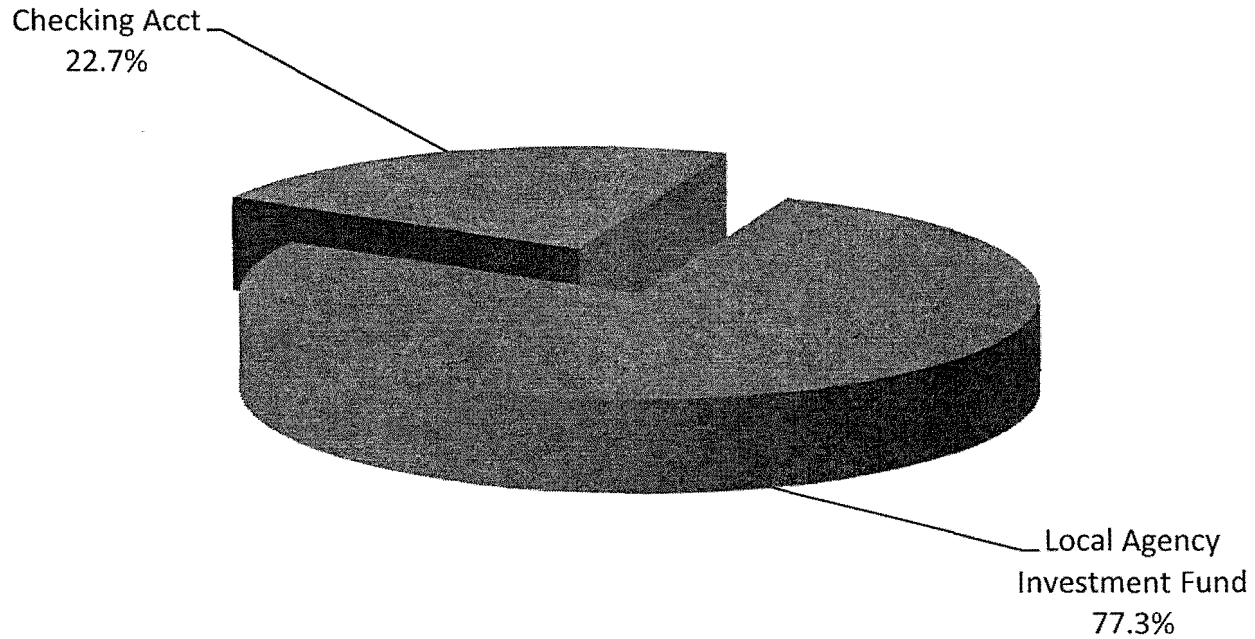
Pursuant to the Corporation's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

The Corporation has sufficient funds available to meet expenditures during the upcoming six-month period.

The Corporation is in compliance with the internal control procedures set forth in its Investment Policy.

**CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS GRAPH
February 28, 2021**

Total Cash & Investments - \$2,210,086



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER**

FOR THE MONTH ENDING

February 28, 2021

City of Montclair
Final Warrant Register
Council Date 03/15/2021
Regular Warrants
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
25,281.47	0.00	0.00	70,835.82	96,117.29

February 2021 Total

96,117.29

US Bank transfers:

- Reimburse City for 02/04 payroll
- Reimburse City for portion of PERS Lump Sum Payment
- Reimburse City for 02/18 payroll

Vice Chairperson Ruh

Accounts Payable

Checks by Date - Summary by Check Number

User: cramirez
Printed: 3/3/2021 8:25 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5173	Hele001	Helena Gardens Owners Association	02/18/2021	2,439.12
5174	mont002	City of Montclair	02/18/2021	10,425.60
5175	Mont043	Montclair Meadows Owners Assoc	02/18/2021	1,800.00
5176	Mont074	Monte Vista Water District	02/18/2021	9,060.15
5177	Sout018	Southern California Edison Co	02/18/2021	715.06
5178	Sout021	Southern California Gas Co	02/18/2021	841.54
Report Total (6 checks):				25,281.47

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 02/01/2021 To 02/25/2021

Printed on 03/03/2021 at 8:31 AM PST



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
02/18/2021	\$10,152.39	153499275821	153499275805	Completed

Debit Account Name: MONTCLAIR HOUSING CORPORATION
Debit Account Type: DDA
Credit Account Name: CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type: DDA
Template Name: .
Memo: Reimburse City for 02/18/21 Payroll
Initiate Date: 02/18/2021
Initiate Time: 12:10PM CDT
Initiated By: JKULBECK
Completed Date: 02/18/2021
Completed Time: 12:10PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
02/17/2021	\$48,953.00	153499275821	153499275805	Completed

Debit Account Name: MONTCLAIR HOUSING CORPORATION
Debit Account Type: DDA
Credit Account Name: CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type: DDA
Template Name: .
Memo: Reimb City for Portion of PERS Lump Sum Payment
Initiate Date: 02/17/2021
Initiate Time: 09:37AM CDT
Initiated By: JKULBECK
Completed Date: 02/17/2021
Completed Time: 09:37AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
02/04/2021	\$11,730.43	153499275821	153499275805	Completed

Debit Account Name: MONTCLAIR HOUSING CORPORATION
Debit Account Type: DDA
Credit Account Name: CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type: DDA
Template Name: .
Memo: Reimburse City for 02/04/21 Payroll
Initiate Date: 02/04/2021
Initiate Time: 10:27AM CDT
Initiated By: JKULBECK
Completed Date: 02/04/2021
Completed Time: 10:27AM CDT

Total Number of Book Transfers: 3
Total Amount of Book Transfers: \$70,835.82

--- End of Report ---

**CITY OF MONTCLAIR
HOUSING AUTHORITY
TREASURER'S REPORT
FOR THE MONTH ENDING
February 28, 2021**

Schedule 1

**CITY OF MONTCLAIR
HOUSING AUTHORITY
STATEMENT OF CASH
February 28, 2021**

	<u>Amount</u>
Checking Account	
US Bank	4,471.16
TOTAL CASH	\$ <u>4,471.16</u>

NOTE:

During the upcoming month, surplus moneys will be invested in the Local Agency Investment Fund. The MHA has sufficient monies available to meet expenditures during the next six month period.

**CITY OF MONTCLAIR
HOUSING AUTHORITY
WARRANT REGISTER
FOR THE MONTH ENDING
February 28, 2021**

City of Montclair
Final Warrant Register
Council Date 03/15/2021
Regular Warrants
Checking Account: MHA

<u>Warrants</u>	<u>Voided Checks</u>	<u>US Bank transfers - out.</u>	<u>Totals</u>
0.00	0.00	0.00	0.00
February 2021 Total			<u><u>0.00</u></u>

Vice Chairperson Ruh