



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

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

Monday, May 17, 2021
7:00 p.m.

Remote Participation Information:

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

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

Meeting ID: 952-3987-2725

*If you want to make a public comment or speak on an agenda item, including public hearing and closed session items, please complete a Speaker Card in the Council Chambers or at <https://www.cityofmontclair.org/public-comment/>. The Mayor/Chair (or the meeting's Presiding Officer) will call on those who submitted requests to speak at the appropriate times during the meeting. Those who did not submit a request to speak who are present at the meeting location may raise their hand during Public Comment to request to speak. Those participating remotely may request speak using the "raise hand" function in Zoom or may dial *9 if on the phone, and then *6 to un-mute when called on to speak. Written comments (200-word limit per agenda item, and 200-word limit for all non-agenda items combined) and requests to speak can also be emailed to cityclerk@cityofmontclair.org at least one hour before the meeting begins.*

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.

AGENDA

- 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

*During Public Comment, you may comment on any subject that **does not** appear on this agenda. Each speaker has up to five minutes. The meeting's presiding officer may provide more or less time to accommodate speakers with special needs or a large number of speakers waiting in line. (Government Code Section 54954.3).*

*If you did not submit a Speaker Card and would like to speak on an item on the **Consent Calendar**, please raise your hand during Public Comment to announce the agenda item you would like to provide comments on. The presiding officer will pull the item from the Consent Calendar and will then call on you to speak at the time of the item's consideration.*

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

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

A. Approval of Minutes

- 1. Regular Joint Meeting — May 3, 2021 [CC/SA/MHC/MHA/MCF] 41

B. Administrative Reports

- 1. Consider Receiving and Filing of Treasurer’s Report [CC] 4
- 2. Consider Approval of Warrant Register & Payroll Documentation [CC] 5
- 3. Consider Receiving and Filing of Treasurer’s Report [SA] 6
- 4. Consider Approval of Warrant Register [SA] 7
- 5. Consider Receiving and Filing of Treasurer’s Report [MHC] 8
- 6. Consider Approval of Warrant Register [MHC] 9
- 7. Consider Receiving and Filing of Treasurer’s Report [MHA] 10
- 8. Consider Approval of Warrant Register [MHA] 11
- 9. Consider Receiving and Filing a Status Report on Emergency Contracting Procedures for the Pacific Electric Trail Bridge Replacement Project and Determining There is a Need to Continue the Action [CC] 12
- 10. Consider Authorizing a \$30,000 Appropriation from the General Fund Contingency Fund to Cover Increased Costs Related to the Conduct of the November 3, 2020 General Municipal Election [CC] 14

C. Agreements

- 1. Consider Approval of Agreement No. 21-21 with the County of San Bernardino for Equipment Maintenance and Access to the County’s Emergency Radio Communications System [CC] 19
- 2. Consider Approval of Agreement No. 21-25 with LEFTA Systems for Specialized Comprehensive Law Enforcement Application Software [CC]
Consider Authorizing a \$6,600 Appropriation from the State Asset Forfeiture Fund to Pay the Costs Associated with Agreement No. 21-25 [CC] 31

D. Resolutions

- 1. Consider Adoption of Resolution No. 21-3313 Adjusting the Equivalent Dwelling Unit Monthly Fee for Sewer Service [CC] 38

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

- A. Department Reports — None
- B. City Attorney
- C. City Manager/Executive Director

- D. Mayor/Chairperson
 - 1. Announcement of Commission Applicants and Community Activities Commission and Planning Commission Interview Panel Schedules
- E. Council Members/Directors
- F. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Personnel Committee Meeting — May 3, 2021 [CC] 40

XI. ADJOURNMENT

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

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the meeting bodies after publication of the Agenda packet are available for public inspection in in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Pursuant to the Governor’s Executive Orders in relation to the COVID-19 pandemic, please call the City Clerk’s Office at (909) 625-9416 or send an e-mail to cityclerk@cityofmontclair.org to request documents via e-mail.

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, May 13, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MAY 17, 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 April 30, 2021.

BACKGROUND: Included in the City Council's agenda packet is a copy of the Treasurer's Report for the period ending April 30, 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 April 30, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MAY 17, 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 May 17, 2021, and the Payroll Documentation dated April 11, 2021, and April 25, 2021, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated May 17, 2021, totals \$772,701.36; and the Payroll Documentation dated April 11, 2021 totals \$653,561.56 gross, with \$451,520.92 net being the total cash disbursement; and the Payroll Documentation dated April 25, 2021 totals \$579,827.75 gross, with \$400,661.44 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:	MAY 17, 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 April 30, 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 April 30, 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 April 30, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MAY 17, 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 April 30, 2021, pursuant to state law.

BACKGROUND: Vice Chair Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 04.01.21–04.30.21 in the amounts of \$17,402.15 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 April 30, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MAY 17, 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 April 30, 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 April 30, 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 April 30, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MAY 17, 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 April 30, 2021, pursuant to state law.

BACKGROUND: Vice Chair Ruh has examined the Warrant Register dated 04.01.21-04.30.21 in the amount of \$100,160.84 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 April 30, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MAY 17, 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 April 30, 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 April 30, 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 April 30, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MAY 17, 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 April 30, 2021, pursuant to state law.

BACKGROUND: Vice Chair Ruh has examined the Warrant Register dated 04.01.21-04.30.21 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 April 30, 2021.



CITY COUNCIL AGENDA REPORT

DATE:	MAY 17, 2021	FILE I.D.:	TRN110A
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	9	PREPARER:	N. CASTILLO
SUBJECT:	CONSIDER RECEIVING AND FILING A STATUS REPORT ON EMERGENCY CONTRACTING PROCEDURES FOR THE PACIFIC ELECTRIC TRAIL BRIDGE REPLACEMENT PROJECT AND DETERMINE THERE IS A NEED TO CONTINUE THE ACTION		

REASON FOR CONSIDERATION: By City Council action on April 19, 2021, Resolution No. 21-3307 was adopted declaring a need for emergency contracting procedures for the PE Trail Bridge Replacement project. Under Public Contract Code Section 22050, the governing body shall review the emergency action at its next regularly scheduled meeting and every regularly scheduled meeting thereafter until the action is terminated, to determine, by a fourth-fifths majority vote, that there is a need to continue the action.

BACKGROUND: The City of Montclair in coordination with San Bernardino County Transportation Authority (SBCTA) built a multi-purpose trail linking cities from Claremont to Rialto along the famous Pacific Electric Railway Line. This 21 mile class I trail is a vital component of our Active transportation and Healthy Montclair programs. The trail provides recreational and alternative transportation opportunities for cyclists, pedestrians, runners, and equestrians. Linking our residents and commuting public to schools, jobs and our regional transportation hub. The 20-acre Montclair Transcenter is the largest facility of its kind between Union Station in Los Angeles and the San Bernardino station, and conveniently connects the region's fixed route commuter rail, bus service, and rideshare programs in one centrally located area. The PE trail is a vital connection to this important transportation hub.

On March 21, 2021, the PE Trail Bridge was damaged due to a fire and closed to active transportation traffic. The closure of the bridge disrupts the regional connections of the PE Trail. A structural engineer who investigated the magnitude and extent of the damage, declared the PE Trail bridge a total loss and a replacement was recommended. To mitigate the risks that left the existing bridge vulnerable to fire, the replacement will be a prefabricated steel truss bridge. A steel truss bridge provides the best combination of long term value and affordability, while also recognizing the need for a speedy replacement of this vital piece of infrastructure. The use of a prefabricated bridge saves valuable time since its design has been preapproved by a state licensed structural engineer. Compared to a wooden structure, the construction of the steel truss bridge is completed at an accelerated pace, since it is delivered assembled and dropped into place

The City of Montclair is a healthier and more equitable City due to safer and more connected roadways through the provision of active transportation options. SBCTA recognizes the value and importance of the PE trail. To that end, SBCTA has shown good faith and leadership by graciously offering to cover a percent of the cost, up to \$100,000, to replace the bridge through their TDA Grant Program. The City would cash flow the project and seek reimbursement from SBCTA at a future date.

Currently PE Trail commuters are being detoured from the regional trail to Arrow Highway. To reduce the impact of the bridge closure, City staff will work diligently through the use of the emergency contracting procedures to hire various consultants and contractors to complete the bridge replacement. Agreements will be executed in the near future. Any necessary environmental permits and studies will be processed to clear the project through the California Environmental Quality Act (CEQA) and U.S. Army Corps permitting process. A structural Engineer consultant will be brought on to assist in determining what provisions and modifications must be made in order for the existing bridge substructure and foundations to accept the new bridge. In order to replace the bridge a contractor will need to be procured to remove the old fire damaged bridge. The same contractor will be utilized to put in placed the new prefabricated bridge after necessary modifications are made to the existing Bridge foundation.

FISCAL IMPACT: The City's Cost to replace the PE Trail Bridge is estimated at \$500,000 and will be funded from the General Fund Reserve. The City is hopeful that SBCTA will be able to allocate \$100,000 from TDA Grant Program to offset the costs associated with the bridge replacement.

RECOMMENDATION: Staff recommends that the City Council receive and file a status report on emergency contracting procedures for the PE Trail Bridge Replacement Project and determine there is a need to continue the action.



CITY COUNCIL AGENDA REPORT

DATE:	MAY 17, 2021	FILE I.D.:	CCK140-20
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	CITY MGR.
ITEM NO.:	10	PREPARER:	A. PHILLIPS
SUBJECT:	CONSIDER AUTHORIZING A \$30,000 APPROPRIATION FROM THE GENERAL FUND CONTINGENCY FUND TO COVER INCREASED COSTS RELATED TO THE CONDUCT OF THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION		

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$30,000 appropriation from the General Fund Contingency Fund to cover increased costs related to the conduct of the November 3, 2020 General Municipal Election.

BACKGROUND: The City of Montclair has contracted with the Elections Office of the San Bernardino County Registrar of Voters since the early 1990s for election services related to conducting the City's general and special elections.

Stand-Alone versus Consolidated Elections

When the City conducted stand-alone elections in-house, which were much less complex in those days, the City was responsible for:

- hiring and training poll workers,
- printing and mailing ballots,
- counting votes (which was done manually by staff), and
- maintaining and storing ballots, voter rolls, and polling place logs as confidential City records.

With various changes over the past three decades to state and federal election laws; voting rights, transparency, security, and accessibility laws; election technologies and equipment; and the City's registered voter population, the cost of conducting stand-alone elections today would likely be cost-prohibitive for a smaller city like Montclair. It would also be confusing to voters to receive a separate City ballot when they have come to expect a single ballot for each election that includes all ballot measures and contests for District, City, County, State, and Federal Offices.

The County conducts elections year-round for various district, city, county, state, and federal offices and measures. The City has experienced savings by using the County's election services rather than conducting standalone elections due to the County's expertise in elections, as well as its ability to:

- achieve lower economy-of-scale prices
- utilize, maintain, and update election technologies, best practices, and equipment to comply with evolving election, security, and accessibility laws
- hire, train, and pay poll workers and other temporary elections staff
- divide the consolidation costs between other consolidated jurisdictions
- directly access to voter registration information

Election Consolidation Costs

The County stopped providing advanced cost estimates for election consolidation services in 2016, so the City has relied on past election bills for budgeting purposes. The City Clerk anticipated a relatively larger bill for 2020 due to various factors including:

- The expansion of mail ballot voting to all registered voters
- Longer in-person voting periods (costs to rent and staff early vote sites and polling places)
- Increased voter turnout
- Two more City contests on the ballot than usual during a presidential election year—a partial-term City Council seat, and a local ballot measure

The Election Services/Supplies budget of \$15,000 was reduced to \$12,000 because of across-the-board COVID-19 budget cuts. The bill from the County for the City’s 2020 General Municipal Election came in vastly higher than anticipated at \$38,597, which far exceeds the \$8,557 that remains of the Election Services/Supplies budget. A copy of the invoice is attached to this report.

The table below shows a comparison of the costs the County billed the City for the last five elections, as well as other information about those elections that are expected to impact costs:

General Municipal Election Consolidation Costs

Election Date	Contests on City Ballot	Type of Election	Voter Turnout	Costs Billed by County
November 6, 2012	1. City Council - 2 seats	Presidential	8,549	\$10,527
November 4, 2014	1. Mayor 2. City Council - 2 seats	Gubernatorial	3,853	\$7,147
November 8, 2016	1. City Council - 2 seats	Presidential	10,158	\$7,563
November 6, 2018	1. Mayor 2. City Council - 2 seats	Gubernatorial	8,086	\$7,123
November 3, 2020	1. City Council - 2 seats 2. City Council (Partial-Term) 3. Ballot Measure - Measure L	Presidential	13,227	\$38,597

The County provided the following justification for the increased costs compared to prior election bills:

- The Statewide General Election in the gubernatorial year is a smaller election with significantly less voter turnout (2018 - 58.16%) than in a presidential year (2020 - 77.24%)
- This impacts labor and material costs and therefore the total cost of the elections - 2020: \$16.1 million vs 2018: \$9.9 million

- The City's share of consolidated election costs more than doubled from 2018 (0.03%) to 2020 (0.08%) because:
 - The number of registered voters in the City of Montclair increased by 2,060
 - The City had one more citywide contest on the 2020 ballot (3 - City Council/full term, City Council/short term, Measure L) than on the 2018 ballot (2 - Mayor, City Council)

Mayor and City Council terms are staggered so that on the lower-turnout gubernatorial election years, there are two contests on the ballot—Mayor and Council Member—and on higher-turnout presidential election years, there is one contest—Council Member. This structure contributes to keeping the City's election costs in presidential election years more consistent with costs in gubernatorial election years, so the County's assessment of those factors contributing to the higher cost, in addition to having a record-high voter turnout, is accurate.

State Mandate Program — Ballot Pre-Paid Postage Reimbursement

Of the itemized election bill, \$6,402 is attributed to "Vote by Mail Costs." The City Clerk is waiting for the County to break down that portion of the bill and intends to submit a State Mandate Program claim for ballot prepaid postage costs if applicable. Any reimbursements received for those costs would go back into to the General Fund.

FISCAL IMPACT: The City Council's approval would result in a \$30,000 appropriation from the General Fund Contingency Fund to the Administrative Services - City Clerk account for Election Services/Supplies. The City Clerk travel budget, which was not used due to the pandemic, will cover the remaining \$40.

RECOMMENDATION: Staff recommends that the City Council authorize a \$30,000 appropriation from the General Fund Contingency Fund to cover increased costs related to the conduct of the November 3, 2020 General Municipal Election.



Registrar of Voters

Bob Page
Registrar of Voters

April 9, 2021

Andrea Phillips
City Clerk
City of Montclair
PO Box 2308
Montclair, CA 91763-2808

Dear Andrea Phillips:

Enclosed is the invoice for services provided by the San Bernardino County Registrar of Voters to conduct the Presidential General Election held on November 3, 2020. The total cost for services provided is \$38,597.

Please remit your payment to the following address;

San Bernardino County Registrar of Voters
Attn: Finance and Personnel
777 East. Rialto Avenue
San Bernardino, CA92415

If you have any questions, please contact the Registrar of Voter at (909) 387-8300.

Sincerely,

A handwritten signature in blue ink that reads "Yvonne Flores".

Yvonne Flores
Staff Analyst II

Enclosure

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
First District

JANICE RUTHERFORD
Second District

DAWN ROWE
Vice Chair, Third District

CURT HAGMAN
Chairman, Fourth District

JOE BACA, JR.
Fifth District

Leonard X. Hernandez
Chief Executive Officer



Registrar of Voters

Bob Page
Registrar of Voters

Bill To:
City of Montclair

Invoice

Date: 4/9/2021
Invoice # 3025
Terms: Due upon receipt

Description	Qty	Price Each	Amount
For services provided by the San Bernardino County Registrar of Voters for the November 3, 2020 Presidential General Election:			
Consolidated Costs	1	25,383.00	25,383.00
Voter Information Guide Costs	1	4,061.00	4,061.00
Vote by Mail Costs	1	6,402.00	6,402.00
Labor and Material (Direct) Costs	1	1,341.00	1,341.00
Measure(s)	1	1,410.00	1,410.00

Make payment payable to "San Bernardino County Registrar of Voters" noting above invoice number.

Balance Due: \$38,597.00

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.) JANICE RUTHERFORD DAWN ROWE CURT HAGMAN JOE BACA, JR.
First District Second District Third District Chairman, Fourth District Fifth District

Leonard X. Hernandez
Chief Executive Officer



CITY COUNCIL AGENDA REPORT

DATE:	MAY 17, 2021	FILE I.D.:	PDT175
SECTION:	CONSENT - AGREEMENTS	DEPT.:	POLICE
ITEM NO.:	1	PREPARER:	R. AVELS
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 21-21 WITH THE COUNTY OF SAN BERNARDINO FOR EQUIPMENT MAINTENANCE AND ACCESS TO THE COUNTY'S EMERGENCY RADIO COMMUNICATIONS SYSTEM		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-21 with the County of San Bernardino to continue the City's access to the County's emergency radio communications system.

A copy of proposed Agreement No. 21-21 is attached for the City Council's review and consideration.

BACKGROUND: In 2007, the County Board of Supervisors approved a master agreement with the West End Communications Authority (WECA) in which the County assumed 800 MHz radio facilities and equipment owned by WECA—a joint powers agency that was established in 1991 for the purpose of implementing and administering an 800 MHz public safety trunked radio system used by the West End. The City Council has since approved agreements with the County for radio access and maintenance services. The current Agreement No. 20-08 with the County expires on June 30, 2021. Approval of proposed Agreement No. 21-21 would continue the City's access to the County's emergency radio communications system for another five years through June 30, 2026. The County's Innovation and Technology Department is authorized to discharge all functions ascribed to the County in proposed Agreement No. 21-21.

FISCAL IMPACT: Montclair's estimated annual cost for Fiscal Year 2021-22 for radio access and maintenance, including dispatch console access, maintenance, and replacement is \$158,160.72 as set forth in Exhibit A of proposed Agreement No. 21-21, which reflects the rates in effect at the execution of this proposed Agreement. The projected total for the five-year term of the contract is \$790,803.60; however, the County shall provide notice of any subsequent rate changes, which would become effective on July 1 of the County fiscal year. The cost is shared between the Police and Fire Departments and is included in the City's proposed Fiscal Year 2021-22 Budget in the SB 509 Public Safety Fund. Each Department would include this cost in each subsequent budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 21-21 with the County of San Bernardino for equipment maintenance and access to the County's emergency radio communications system.



F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change						ITD-21001			
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
County Department				Dept.	Orgn.	Contractor's License No.			
Innovation and Technology Department				ITD					
County Department Contract Representative				Telephone		Total Contract Amount			
Adrian Danczyk				(909)388-0534		\$790,803.60			
Contract Type									
<input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
			7/1/2021	6/30/2026		\$790,803.60			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount			
4020	120	040	75	9800	RADACCMANT	\$127,249.20			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
4020	120	040	75	9800	DISPCONACC	\$30,911.52			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Project Name				Estimated Payment Total by Fiscal Year					
Radio Access & Maintenance				FY	Amount	I/D	FY	Amount	I/D
				2021-22	\$158,160.72		2024-25	\$158,160.72	
				2022-23	\$158,160.72		2025-26	\$158,160.72	
				2023-24	\$158,160.72				

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 City of Montclair
 Address
 5111 Benito Street
 Montclair, CA 91673
 Telephone (909) 626 - 8571 Federal ID No. or Social Security No.

hereinafter called Customer.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I. SAN BERNARDINO COUNTY 800 MHz RADIO COMMUNICATION SYSTEM ACCESS

The 800 MHz Radio Communications System, hereinafter called System, is composed of two components known as the Backbone and Field Equipment. The Backbone is defined as that portion of the System that provides the means by which dispatch centers, public safety locations, mobile radios, and portable radios communicate with each other via voice transmission. It is composed primarily of fixed relay equipment and associated centralized dispatch and control equipment, including Mobile Data Access Modems owned and maintained by the County. Field Equipment is defined as that portion of the System that uses the Backbone for communications and consists primarily of local dispatch equipment, mobile radios, and portable radios. Specific charges for the services provided under this Agreement are set forth in Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms, as attached hereto and herein incorporated.

A. System Purpose and Objective

The primary purpose of the System is to serve the County and accommodate participation by public safety and local governmental agencies in the County of San Bernardino. Secondly, other governmental and safety related non-governmental users may be allowed access to the System as conditions warrant and as provided for by this Agreement. During a disaster, public safety users will receive priority in all areas, based entirely on emergency response responsibilities and access to the System by non-public safety users may be limited or suspended.

B. Backbone Operational Policies

Public safety and local governmental users shall have operational priority over all other users. In the case of a disaster, public safety users affected by the disaster shall have operational priority over all other public safety users, with County public safety users afforded the highest priority.

- 1) County has the final authority, at all times, to exercise discretionary control over the Backbone, and to otherwise manage Backbone traffic to ensure the ability of immediate-need public safety agencies to effectively communicate and for the overall benefit of all Backbone users. EXCEPT FOR GROSSLY NEGLIGENT ACTS OR OMISSIONS IN EXERCIZING ITS AUTHORITY UNDER THIS SECTION, THE COUNTY WILL HAVE NO LIABILITY WHATSOEVER FOR SYSTEM ALLOCATION DECISIONS.

C. Backbone Modification (Post Backbone Implementation)

- 1) The County may determine that Backbone modification is needed from time to time to meet the changing needs of County and/or users.
- 2) Costs for Backbone modifications made after the execution of this Agreement shall be assessed as follows:
 - (i) If the modification benefits all users, each user will bear the pro rata cost of the modification based on the user's derived benefit. Derived benefit shall be determined as a percentage based on the number of units that are in service by each end user divided by the total units being serviced by the Backbone infrastructure at the time the modification is made.
 - (ii) If the modification improves service only for users in a definable local area, all users in such definable local area, and participating in and receiving direct benefit from the modification, shall share the costs for its implementation, operation, and maintenance equally.
 - (iii) If the modification only applies to a specific subset of users, the subset of users that caused the modification shall share the costs of the modification its implementation, operation, and maintenance equally.
 - (iv) if the modification is requested by, and benefits only Customer, Customer shall bear the entire cost of the modification, its implementation, operation, and maintenance.
- 3) Customer acknowledges and agrees that the County is the sole decision-maker in determining the allocation of costs for all Backbone modifications.

D. Field Equipment

- 1) Customer shall, at Customer's expense and future financial liability, purchase and maintain its own Field Equipment.
- 2) Customer shall, at Customer's expense, expand or modify existing Customer structures, facilities, or dispatch centers as required to support the installation of Customer's Field Equipment.
- 3) Customer is solely responsible for ensuring that the Field Equipment is compatible with the System.

E. Related Non-Governmental Users

- 1) At times, Customer's non-governmental users may have a need to communicate with public safety/local government services during emergencies, or in their daily support of public safety/local government services. Where it is not in conflict with Federal Communications Commission (FCC) Regulations or other laws, and subject to approval by County, Customer's non-governmental users may be allowed Backbone access. However, Customer's non-governmental use of the Backbone for day-to-day operations shall be on a non-interfering, prioritized basis, and subject to channel loading limits, as determined by County.
- 2) County shall be responsible for coordinating Backbone access and implementing terms and conditions of such use, including one-time and recurring costs to be paid by new users.
- 3) County shall monitor non-governmental users of the Backbone. If the needs of public safety/local government expand to the point of competition with non-governmental use of the Backbone, Customer's non-governmental users may be required by the County to terminate their use of the Backbone.
- 4) Customer's non-governmental users will be removed in reverse order of their entry into the System, i.e., the last user to enter the System will be the first user to be removed unless any other Customer's non-governmental user voluntarily relinquishes access.
- 5) County will provide Customer ninety (90) days prior written notice of termination of access to allow Customer's non-governmental users to remove their equipment or transfer their operations to another communications system. At the expiration of the notice period, the Customer's non-governmental users will be denied access to the System.

F. Backbone Ownership

It is understood that County has ownership of the Backbone, and upon any termination of this Agreement by County or by Customer, any and all rights, title, and interest in the Backbone shall remain with the County.

II. MEGAHERTZ RADIO AND EQUIPMENT MAINTENANCE SERVICES

The County of San Bernardino Innovation and Technology Department (ITD) offers a number of 800 MHz radio and equipment maintenance services to public safety and local governmental agencies in the County of San Bernardino, as well as other governmental and safety-related non-governmental users. Services provided under this Agreement consist of 800 MHz Backbone radio equipment maintenance, 800 MHz mobile/portable radio equipment maintenance, Mobile Data Access Modems maintenance, 800 MHz radio dispatch equipment maintenance, and 800 MHz radio battery replacement. Specific charges for these services are set forth and attached hereto as Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms.

A. County Responsibilities in Providing Maintenance Services

If providing maintenance services to Customer, ITD:

- 1) Will maintain sufficient spare mobile radios to temporarily replace equipment that is removed from service for maintenance reasons;
- 2) Will remove, reinstall and maintain Customer-owned radios or other covered equipment that has become defective from normal wear and usage, as solely determined by ITD, and perform repairs at ITD or elsewhere as determined by ITD;
- 3) Will provide a two-hour response time from notification for problems with radio dispatch equipment and Backbone radio equipment, and reasonable response time during normal County work hours on normal County business days for maintenance of Mobile Data Access Modems, and mobile/portable radios with after-hours service available at premium rates;
- 4) Reserves the right to subcontract for all or part of services;
- 5) Assumes no liability for equipment failure in the field, or for any adverse consequences caused by such failed equipment;
- 6) Assumes no liability for failure to provide or delay in providing services, under this Agreement.

B. County Services Provided on a Time and Materials Basis

- 1) Service required due to Customer abuse or abnormal wear;
- 2) Service to correct attempts by Customer or unauthorized third parties to repair or modify equipment;
- 3) Facility electrical problems at Customer location(s) or vehicle electrical problems;
- 4) Services in addition to those identified above, to the extent feasible and cost-effective, as determined by ITD;
- 5) Program or re-program radios at Customer's request or in response to abnormal wear and usage, except for County-originated systems reconfigurations;
- 6) Replacement of accessories and consumable items, including batteries, antennas, and microphone cords;
- 7) Radio reactivations are processed within 5 business days after the request is received, and are billed for each serial number reactivated at one-half of the Board-approved hourly rate in effect at the time reactivation is ordered.

C. Customer Responsibilities

- 1) Customer shall procure its own Field Equipment and shall:
 - (i) Provide ITD with model and serial numbers of all equipment to be covered under this Agreement.
 - (ii) Designate an individual as the single point of contact for maintenance coordination.
 - (iii) Coordinate and schedule service requirements with ITD in advance whenever possible.
 - (iv) Advise ITD of all radio relocations or reassignments within their fleet, within 24-hours of relocation or reassignment.

- 2) It is Customer's sole responsibility to maintain a current inventory of its Field Equipment using the System and to approve and validate billing of that inventory. If Customer identifies discrepancies between billing and its inventory, a dispute notice should be sent by e-mail to isdfinance@isd.sbcounty.gov along with a justification and related documentation. If ITD determines that a charge was billed incorrectly, ITD will issue the applicable credit on the next monthly billing cycle.

III. EFFECTIVE DATE AND TERMINATION

This Agreement shall commence on July 1, 2021, hereinafter Effective Date. This Agreement shall remain in effect for five (5) years from the Effective Date, unless the County or the Customer, terminates the Agreement by giving sixty (60) days prior written notice to the other. County may, at its sole discretion, opt not to terminate its services until replacement services are identified and in place; however, in no event shall County's services be continued beyond 120 days of the original written notice. Any such termination date shall coincide with the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination.

IV. RATES AND PAYMENT TERMS

Payment rates and conditions are set forth on Exhibit A, 800 MHz Radio Communications System Access/Paging Services and Payment Terms attached hereto. Services are provided and invoiced on a monthly basis starting on the Effective Date of the Agreement, or starting on the installation date, if applicable. Monthly payment shall be due upon receipt of invoice. If a change in service level is requested or required, County will provide to Customer a revised Exhibit A, incorporating such changes, which shall be signed by Customer and returned to County. Customer's subsequent invoice shall be adjusted in accordance with the changes, on a prorated basis, as necessary.

Exhibit A reflects the rates in effect at the execution of this Agreement. Any subsequent rate change shall become effective on July 1 of the County fiscal year (July 1 through June 30). County shall provide notice to Customer of rate change(s).

Customer's subsequent invoice shall be adjusted in accordance with the rate change(s). Checks shall be made payable to the County of San Bernardino.

Payment address is: Innovation and Technology Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

V. AGREEMENT AUTHORIZATION

Customer warrants and represents that the individual signing this Agreement is a properly authorized representative of the Customer and has the full power and authority to enter into this agreement on the Customer's behalf.

VI. ASSIGNMENT

The Customer may not assign this Agreement nor any rights, licenses or obligations hereunder, and any such assignment shall be void and without effect unless the County approves the assignment in writing.

VII. DEFAULT

If the Customer does not make timely payment of amounts due under this Agreement or breaches any term or condition of this Agreement, County may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. County may also exercise all rights and remedies of a secure party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

VIII. INDEMNIFICATION AND INSURANCE

A. Indemnification

The County agrees to defend and indemnify the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising solely out of the acts, errors or omissions of County in the performance of this Agreement, except where such indemnification is prohibited by law. At its sole discretion, Customer may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Customer shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense. The Customer hereby agrees to defend and indemnify the County, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of Customer in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Customer of any obligation imposed by this Agreement. County shall notify Customer promptly of any claim, action or proceeding and cooperate fully in the defense. In the event that County and/or Customer are determined to be comparatively at fault for any claim, action, loss or damage that results from their respective obligations under this Agreement, County and/or Customer shall indemnify the other to the extent of its comparative fault.

B. Insurance

County and Customer are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

IX. TERMINATION OR SUSPENSION OF SERVICES

A. Immediate Suspension, Uncured Termination

The County may, in its sole discretion and without prior notice, immediately suspend all or part of the Services for breach of any of the conditions identified below. The County will provide Customer a written notice of breach and allow the Customer 30 days to correct the condition giving rise to such breach. If the Customer fails to remedy the breach within the 30-day cure period, the County may immediately terminate the Services with no further notice required.

- 1) Customer shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of San Bernardino and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Agreement. Customer shall notify County immediately of loss or suspension of any such licenses and permits. Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Agreement.

- 2) Customer shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Agreement.
- 3) Customer represents and warrants to County that (i) the information Customer provides in connection with registration for the Services is accurate and complete; (ii) Customer's use of the System is not illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) Customer's use of the Services complies with all applicable laws, rules and regulations; (iv) Customer has obtained all consents and licenses required to legally access and use the System; (v) the execution and delivery of this Agreement will not conflict with, or violate any provision of, Customer's charter, by-laws or other governing documents; and (vi) Customer has otherwise taken all necessary steps to legally execute this Agreement.
- 4) Customer agrees to abide by all existing and future security practices, policies and protocols established by the County, which the County has established to ensure the integrity of the System. Customer understands that the County closely monitors the System and may perform periodic security audits.
- 5) Customer agrees to implement measures that are reasonable for Customer's use of the System to prevent interference with the operation of the System. NEITHER COUNTY NOR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO, MISUSE OF, CUSTOMER'S INABILITY TO ACCESS, OR DAMAGE TO THE SYSTEM OR CUSTOMER'S FIELD EQUIPMENT, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

B. Immediate Termination

The County may, in its sole discretion and without prior notice, immediately suspend or terminate all or part of the Services for any of the conditions identified below. The County will promptly provide Customer a written notice of termination or suspension of Services to Customer.

- 1) County discovers that Customer provided false registration information, or that Customer lacked the capacity to enter into this Agreement at the time of its consummation;
- 2) County determines, in its sole discretion, that Customer's use of the Services poses a threat to the security or performance of the System or to any of County's other users or suppliers;
- 3) County determines, in its sole discretion, that Customer's use of the Services is illegal;
- 4) County reasonably believes that Customer's use of the Services has or will subject County to civil or criminal liability;
- 5) Customer fails to make any payment when due; or
- 6) Customer breaches any of the other material terms and conditions in this Agreement.

X. GENERAL TERMS AND CONDITIONS

- A. Permits** - Customer is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- B. Attorneys' Fees.** If any legal action is instituted to enforce any party's rights hereunder, each party agrees to bear its own attorneys' fees and costs regardless of who is the prevailing party. This paragraph shall

not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section VIII(A)(a) Indemnification.

- C. Waiver** - No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- D. Validity** - The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- E. Caption and Paragraph Headings** - Captions and paragraph headings used herein are for convenience only and are not a part of this agreement and shall not be used in construing it.
- F. Exhibits** - All Exhibits attached hereto, if any, are an integral part of this Agreement and are incorporated herein by reference.
- G. Entire Agreement** - This Agreement shall be governed by the laws of the State of California and constitutes the entire Agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This Agreement may be amended as County and the Customer mutually agree in writing. Any such amendment must be in a physical writing and manually signed by authorized representatives of the County and Customer.
- H. Notifications** - All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given: (a) Upon actual delivery, if given in person; (b) upon receipt, as evidenced by transmission confirmation, if sent by facsimile; (c) within three (3) days after deposit if sent via United States First Class mail, postage prepaid; or (d) upon receipt as evidenced by proof of delivery if sent by commercial overnight courier. Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective parties may designate by written notice delivered pursuant hereto:

Customer: City of Montclair
Police Department
4870 Arrow Highway
Montclair, CA 91763
(909) 448-3609
Attention: Marci Butler, Administrative Aide

County: County of San Bernardino
Innovation and Technology Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
(909) 388-5555
Attn: Administration Services

XI. INNOVATION AND TECHNOLOGY DEPARTMENT AUTHORIZATION

The County's Innovation and Technology Department, through the Chief Executive Officer or its Chief Information Officer or designee, is authorized to discharge all functions ascribed to County in this Agreement, except those specifically reserved by law to the Board of Supervisors.

XII. FORCE MAJEURE

County shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

This section left intentionally blank.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the date set forth below their respective signatures.

COUNTY OF SAN BERNARDINO

CITY OF MONTCLAIR

▶ _____
Larry Ainsworth, Chief Information Officer

(State if corporation, company, etc.)

Dated _____

By ▶ _____
(Authorized Signature)

Dated _____

Title _____

Address 5111 Benito St., Montclair, CA 97763

Approved as to Legal Form
▶ _____
Bonnie Uphold, Deputy County Counsel
Date _____

Reviewed by Contract Compliance

Date _____

EXHIBIT A

**800 MHz RADIO COMMUNICATIONS SYSTEM ACCESS/PAGING SERVICES
AND PAYMENT TERMS**

PAYMENT SCHEDULE

Monthly Invoicing: County will invoice Customer monthly for services rendered.

Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

CHARGES FOR SERVICES

Service(s)	No of Units	Monthly Unit Charge	Monthly Charge
Radio Access & Maintenance	195	\$54.38	\$10,604.10
Dispatch Console Acces, Maint., & Replacement	4	\$643.99	\$2,575.96
Total Estimated Monthly Cost			\$13,180.06
Total Estimated Yearly Cost			\$158,160.72



CITY COUNCIL AGENDA REPORT

DATE: MAY 17, 2021 **FILE I.D.:** PDT175
SECTION: CONSENT - AGREEMENTS **DEPT.:** POLICE
ITEM NO.: 2 **PREPARER:** B. VENTURA

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 21-25 WITH LEFTA SYSTEMS FOR SPECIALIZED COMPREHENSIVE LAW ENFORCEMENT APPLICATION SOFTWARE

CONSIDER AUTHORIZING A \$6,600 APPROPRIATION FROM THE STATE ASSET FORFEITURE FUND TO PAY THE COSTS ASSOCIATED WITH AGREEMENT NO. 21-25

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-25 with LEFTA Systems for specialized comprehensive law enforcement application software and to authorize a \$6,600 appropriation from the State Asset Forfeiture Fund to pay the costs associated with said agreement.

Proposed Agreement No. 21-25 is attached for City Council’s review and consideration.

BACKGROUND: The Police Department currently uses multiple software systems to track internal affairs investigations, use-of-force reviews, officer involved shooting reviews, field training program guides, training books, and advanced officer training. The Police Department also currently uses paper logs and triplicate forms to track vehicle damage and the need for vehicle services.

The Racial and Identity Profiling Act (RIPA) was established in 2015 to eliminate racial and identity profiling and improve diversity and racial and identity sensitivity in law enforcement. Effective January 2022, the Police Department will be required to begin collecting stop-data and reporting the information to the Department of Justice. LEFTA Systems has an independent application capable of collecting the data, managing the stop-data, and reporting the data to the Department of Justice upon the Department’s approval.

LEFTA Systems is the only vendor designed for law enforcement that provides one all-inclusive comprehensive software platform, SHIELD Suite, which allows a law enforcement agency to manage access for all applications with just one user profile. The system is a cloud-based software provider that utilizes Microsoft’s AZURE Government to securely host law enforcement agency data with redundancy backup and a four-million-dollar cyber insurance policy. The application software was specifically developed to meet the challenges of documenting training, other areas of high liability, and RIPA. LEFTA Systems SHIELD Suite is the only integrated product of its kind available to law enforcement agencies.

The LEFTA SHIELD Suite applications include the following:

- Field Training Program
- Advanced Officer & Employee Training Records
- Internal Affairs Investigations
- Use of Force Reviews
- Officer Involved Shooting Reviews
- Vehicle Pursuits

- Officer & Employee Conduct
- Fleet Vehicle Damage & Service
- Racial and Identity Profiling Act (RIPA) Collection & Reporting

While all applications listed above function independently, several of the applications connect with related applications within the platform. For example, the field training program links with the Department employee training record application, allowing a clear view of an employee's training from the time they entered the police academy until the employee's retirement, resignation, or separation from the City.

The system allows the Department to import data previously captured in different reports, alleviating redundant data entry, and for the Department's current Training Management System (TMS) to be uploaded into LEFTA Systems to maintain current and historic training records.

The Police Department has attended other vendor software company presentations similar to LEFTA Systems, such as IA PRO. IA PRO is a software company that provides a BLUETEAM software application that features use-of-force, pursuits, officer involved shootings, and complaint reviews. However, IA PRO does not provide a software application that is one, all-inclusive application software like LEFTA Systems, nor does IA PRO have the capability to upload historic training data.

In addition, the Police Department considered other digital platforms for the required RIPA data collection and reporting. Some of the options considered for RIPA would not be convenient to use or do not offer sufficient management capabilities, while other options would not be cost effective. LEFTA Systems is the sole distributor of the SHIELD Suite software platform. It is designed specifically for law enforcement and is all-inclusive. LEFTA Systems is more cost effective than its competitors and is used by neighboring police departments.

FISCAL IMPACT: If authorized by the City Council, funding for Agreement No. 21-25 would result in a one-time expenditure of \$6,600 from the State Asset Forfeiture Fund 1140. Beginning in Fiscal Year 2022-23, there would be an annual financial impact to the City's General Fund of \$6,100 for continued use of LEFTA Systems.

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

1. Approve Agreement No. 21-25 with LEFTA Systems for specialized comprehensive application software.
2. Authorize a \$6,600 appropriation from the State Asset Forfeiture Fund for costs associated with Agreement No. 21-25.

This **TERMS and CONDITIONS AGREEMENT** (“**Agreement**”) is made and entered into as of the effective date shown in the proposal, by and between **Client** and **International Business Information Technologies, Inc.**, a Florida corporation doing business as **LEFTA Systems** (“**LEFTA Systems**”).

1. **Subscription of Software; Grant of Limited, Non-Exclusive License.** LEFTA Systems agrees during the Term of this Agreement to provide Client services and grants to Client a nonexclusive, nontransferable, right and license to use, execute and display the software programs as described in the proposal, in object code and source code form, and the associated users' information and other documentation made available on-line by LEFTA Systems. The employees, agents, and contractors of Client may use the Software solely for Client’s internal purposes (and not for the benefit of any third party) in accordance with the terms of this Agreement.

- 1.1. **License Restrictions.**

- 1.1.1. Except for the limited license rights specifically granted to Client pursuant to this Agreement, LEFTA Systems owns and shall retain all rights, title and interests in and to the Software, including all derivatives thereof. For the avoidance of doubt, pursuant to this Agreement, Client shall not cause or permit the disclosure, renting, leasing, sublicensing, loaning or selling, dissemination or other distribution of the Software by any means or in any form to anyone outside of the Client organization in a manner or for a purpose inconsistent with this Agreement, and shall not permit or allow any Person to use the Software via a timesharing, service bureau, application service provider or similar arrangement.

- 1.1.2. Client shall not, and shall not permit others to, copy, alter, translate, decompile, decipher, disassemble, reverse engineer, or reverse assemble the Software or any components thereof, or attempt to do any of the foregoing. Client shall not permit any Person to take any action to reverse engineer, reverse compile, or otherwise attempt to derive source code from any object code copy of the Software.

- 1.2. **Price; Payment; Additional Services.** Client shall pay LEFTA Systems, the fees set forth in the signed proposal. All invoices issued shall be paid net 30 from the due date on the invoice. All fees paid to LEFTA Systems shall be deemed fully earned and non-refundable. Client shall be solely responsible for the payment of any and all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement. Annual fees can include a cost of living or consumer price index increase not to exceed 3%.

- 1.3. **Billing Cycle.** Regardless of the actual commencement date, the annual invoice(s) will be prorated to either the 1st or the 15th of the month to match LEFTA Systems billing cycles.

2. Term and Termination.

Term of Agreement. The initial term shall be 12 months commencing on the date of the signed Proposal and shall automatically renew for successive 12 months periods, unless this Agreement is sooner terminated pursuant to the provisions of Section 2.1.

2.1. Termination of Agreement.

2.1.1. Either party may prevent the renewal of this Agreement by providing written notice of nonrenewal at least 90 days prior to the expiration of the then-current initial or renewal Term.

2.1.2. Either party may terminate this Agreement at any time if the other party breaches this Agreement and, if such breach is capable of being cured, fails to cure such breach within 30 days after receiving written notice from the non-breaching party describing such breach in reasonable detail.

2.1.3. Fees Nonrefundable upon Cancellation. In the event that, prior to the expiration of the Term, Client terminates the Agreement any amount paid by Client to LEFTA Systems under this Agreement is nonrefundable.

2.1.4. Upon Request by Client at any time upon termination of this agreement, LEFTA Systems shall promptly return to Client all or any part of the Client Data in the format in which LEFTA Systems routinely stores such data and erase or destroy all or any part of the Client Data in LEFTA Systems possession, in each case to the extent so requested by Client.

3. Confidentiality. During the performance of services and Client's use of the Software under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent businessperson would use to protect such information. For the avoidance of doubt, Client shall not share, show, or display LEFTA Systems software features with other vendors that may have similar software. The obligations of each party to protect confidential information received from the other party shall not apply to Public Records laws within Client's jurisdiction and information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. The provisions of Section 4 shall survive the termination of this Agreement for any reason.

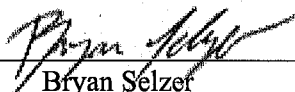
4. Indemnification. Client shall indemnify, defend and hold harmless LEFTA Systems and its affiliates and their respective officers, directors, managers, equity owners, employees, agents and representatives (collectively, the "**Indemnified Parties**") from and against all losses, damages, liabilities, claims, actions, causes of action, demands, lawsuits, proceedings, inquiries, investigations, judgments, interest, awards, penalties, fines, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses, at trial and on appeal) incurred or sustained by, or imposed upon, the Indemnified Parties based upon, arising out of, or in connection with the use of the Software by Client, Client's affiliates, or any of their respective officers, directors, managers, employees, agents or representatives.

5. Miscellaneous.

- 5.1. Entire Agreement; Amendment.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof, and may not be amended, modified, altered or supplemented except by a written agreement signed by both parties.
- 5.2. Technical Support.** Annual license fee includes unlimited technical support Monday – Friday from 8:00 a.m. – 8:00 p.m. EST, excluding holidays. This includes a built-in support request function within each software application, a direct email support option and access to a toll-free telephone number to reach support.
- 5.2.1.** All updates and bug fixes are included.
- 5.3. Hosting.** The annual license fee includes Client’s software application hosted on Microsoft Azure Government servers. Client shall be entitled to the amount of data listed on the proposal without additional charge. Additional storage fees shall be billed to and payable by Client.
- 5.4. Customization and Training.** Client needs to provide LEFTA Systems with the contact information of one “Project Manager” who will be responsible for the project on the Client side. Client will receive a login to the customization site which must be completed as soon as practical and electronically submitted to LEFTA Systems by the Client’s project manager. Once received, LEFTA Systems will configure only the selected applications of the customization site and train the client within 90 days. If client chooses to postpone completion of individual applications during the initial submission, an additional fee will be charged to customize applications at a later date.

During the project timeline, it is the Client’s responsibility that LEFTA Systems will have continued access to Client’s project manager for any follow-up questions. Client must ensure they are available within the 90-day timeframe for training, failure to do so may result in additional fees.

**International Business Information Technologies,
Inc. (d.b.a. LEFTA Systems)**

By: 
Name: Bryan Selzer
Title: CEO



LEFTA SYSTEMS

International Business Information Technologies, Inc. d.b.a. LEFTA Systems

10950-60 San Jose Blvd., Suite 101
 Jacksonville, FL 32223
 (800) 405-3109 – Toll Free

Proposal/Agreement No.: 042021-CAMPD-01

Customer					
Agency:	Montclair Police Department				
Address:	4870 Arrow Hwy.				
City:	Montclair	State:	CA	Zip:	91763
Attn:	Sgt John Minook				

Info	
Date:	04/20/21
Valid Until:	06/20/21
Account Manager:	Bryan Selzer
Payment Term:	Net 30

Qty	Description	List Price	Total
1	Annual SHIELD Suite subscription base: 1. LEFTA – FTO Software 2. METR – Training Records Software 3. FACTS – Use of Force 4. INTERNAL AFFAIRS 5. PASS – Field Investigation Card 6. VIPR – Vehicle Pursuits 7. V-DOC – Vehicle Incident Documentation 8. EMCOT – Employee Conduct Tracking Annual license fee includes IT support, free updates and hosting.	\$4,000	\$4,000
60	Annual per user license fee	\$35	\$2,100
1	Hosting on Microsoft Azure Government for up to 50 GB of storage.	Included	Included
1	Customization of applications	Included	Included
Unlim.	Unlimited virtual live training sessions for administrators	Included	Included
1	TMS Historical Upload (onetime fee)	\$500	\$500
		TOTAL:	\$ 6,600

Terms and Conditions

This proposal and the services to be provided are subject to the terms and conditions set forth here: <http://leftasystems.org/terms-and-conditions/SUITE> and by signing below, Client agrees to its terms and conditions. The effective date of the agreement shall be the date set forth below.


Accepted and Agreed By:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



LEFTA Systems Authorized Signature

04/20/2021

Date

ALL CONTENT CONTAINED IN THIS PROPOSAL IS STRICTLY CONFIDENTIAL



CITY COUNCIL AGENDA REPORT

DATE:	MAY 17, 2021	FILE I.D.:	FLP180/SEW075
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	PUBLIC WORKS
ITEM NO.:	1	PREPARER:	N. CASTILLO
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 21-3313 ADJUSTING THE EQUIVALENT DWELLING UNIT MONTHLY FEE FOR SEWER SERVICE		

REASON FOR CONSIDERATION: The Inland Empire Utilities Agency (IEUA) provides sewage treatment services to the City of Montclair and six other regional contracting agencies. The IEUA Board of Directors has approved a rate increase for the fee charged to the contracting agencies for this sewage treatment. This higher rate is effective July 1, 2021. In order to cover the cost of the rate increase by IEUA, the City must increase the rates charged to its customers. The rate may be changed by a resolution adopted by the City Council.

BACKGROUND: IEUA provides sewage treatment for seven regional contracting agencies, including the City of Montclair. Treatment costs are passed on to city residents and businesses via a monthly fee based on an equivalent dwelling unit (EDU). Annual adjustments in these rates may be made, provided that the rates have been approved by the City Council, under the requirements of Proposition 218.

On July 22, 2019, the City Council conducted a public hearing in accordance with Proposition 218 requirements. As a result of that hearing process, rate caps were approved by the City Council for a five-year period ending June 30, 2024. IEUA did not increase its rate for July 1, 2020 due to COVID-19, and the City likewise did not increase the sewer maintenance fee, so the rate remained at the 2019 level for an additional year.

For Fiscal Year 2021-22, the maximum rate established by the City Council was \$31.33 per EDU per month, of which \$22.05 per EDU was projected to be the cap for IEUA's portion. IEUA recently approved its portion of the rate for Fiscal Year 2021-22 at \$21.22 per EDU effective July 1, 2021, for a total rate of \$30.50.

The current rate and the proposed rate for fiscal year 2021-22 are as follows:

Effective Date	Part 1 IEUA Sewer Treatment Fee	Part 2 City Sewer Maintenance Fund	Part 3 City Sewer Replacement Fund	Rate
July 23, 2019	20.00	7.06	1.50	28.56
July 1, 2021	\$21.22	\$7.78	\$1.50	\$30.50

FISCAL IMPACT: Adoption of Resolution No. 21-3313 will allow the City to collect the sufficient funds to pay the higher treatment rate being assessed by IEUA, pay for increased maintenance costs, and continue to contribute to the sewer replacement fund. Should the City not adopt Resolution No. 21-3313, it would still be obligated to pay the increased IEUA treatment rate and find some other source of funds for sewer maintenance, or operate the sewer program at a deficit.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 21-3313 adjusting the equivalent dwelling unit monthly fee for sewer service.

RESOLUTION NO. 21-3313

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR SETTING THE EQUIVALENT DWELLING UNIT RATE FOR SEWER SERVICE

WHEREAS, on July 22, 2019, the City Council of the City of Montclair conducted a public hearing to discuss maximum sewer rates for the five-year period commencing July 1, 2019, and terminating June 30, 2024; and

WHEREAS, the City Council of the City of Montclair approved the rates as recommended by staff; and

WHEREAS, the maximum monthly rate to be charged per equivalent dwelling unit (EDU) for the period commencing July 1, 2021, and ending June 30, 2022, was set as follows:

Part 1 Fee - Inland Empire Utilities Agency Treatment Fee	\$ 22.05
Part 2 Fee - City Sewer Maintenance Fund	7.78
Part 3 Fee - City Sewer Replacement Fund	<u>1.50</u>

Total Maximum Monthly EDU Rate \$31.33; and

WHEREAS, the Regional Advisory Committees and the Board of Directors of Inland Empire Utilities Agency (IEUA) have approved the Regional Wastewater Program Budget with an associated sewer service rate for Fiscal Years 2019-20 through 2024-25; and

WHEREAS, effective July 1, 2021, IEUA has set the total service rate for the operation and maintenance of the regional sewage system and the treatment of domestic sewage at \$21.22 per equivalent dwelling unit (EDU) per month.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby set the monthly EDU rate as follows:

Part 1 Fee - Inland Empire Utilities Agency Treatment Fee	\$ 21.22
Part 2 Fee - City Sewer Maintenance Fund	7.78
Part 3 Fee - City Sewer Replacement Fund	<u>1.50</u>

Total Maximum Monthly EDU Rate \$30.50

APPROVED AND ADOPTED this XX day of XX 2021.

ATTEST:

Mayor

City Clerk

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 21-3313 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2021, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY, MAY
3, 2021, AT 6:30 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA, and 9:03 P.M.
REMOTELY VIA ZOOM**

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 6:30 p.m.

II. ROLL CALL

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

Also Present: Director of Human Services Richter, Senior Management Analyst Fuentes

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of April 19, 2021.

Moved by Council Member Johnson, seconded by Mayor Pro Tem Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of April 19, 2021.

IV. PUBLIC COMMENT - None (Held at 9:03 p.m. to 9:06 p.m. via Zoom)

V. CLOSED SESSION

At 6:31 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:50 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Ruh stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 6:50 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Marcia Richter
Acting City Manager

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, MAY 3, 2021 AT 7:03 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:03 p.m.

II. INVOCATION

The invocation was provided by **Pastor Josh Matlock, Bethany Baptist Church.**

III. PLEDGE OF ALLEGIANCE

Mayor Pro Tem/Vice Chair Ruh 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; Executive Director of Public Safety/Police Chief Avels; City Attorney Robbins; City Clerk Phillips

V. PRESENTATIONS

A. COVID-19 Community Recognition Award

Mayor Dutrey announced tonight's award recipient is **Principal Waylynn Senn** of **Our Lady of Lourdes School**, who was nominated by **Ms. Jessica Pleitez**. He described **Mr. Senn's** efforts in his first year as Principal to ensure each student had a device for remote learning and developed a strong online curriculum that included physical education, music, Spanish, art, and free tutoring during the pandemic. He presented **Mr. Senn** with the COVID-19 Community Recognition Award Certificate and a City pin.

VI. PUBLIC COMMENT

A. A resident whose name was not provided congratulated Council Members Lopez, Johnson, and Martinez on their successful elections and stated she is happy to be able to "raise her hand" in person at the meeting.

B. **Mrs. Carolyn Raft**, resident and former Council Member, stated she is glad to see everyone at the dais again and requested remote participation remain a part of meetings going forward. She also advised the **West Valley Mosquito and Vector Control District** can provide mosquito traps to residents upon request.

C. **Mr. Robert Pipersky**, **Montclair City Confidential Employees Association (MCCEA)** member, stated he will be the negotiator on behalf of MCCEA and intends to work with the City's other labor groups to seek wage parity to other cities for all classifications, noting most positions in Montclair are currently 10 to 20 percent below the average pay compared to surrounding cities. He stated the City's recently passed Measure L sales tax provides a new funding source for those costs and there is also a potential to issue bonds for these costs.

D. **Mr. Bruce Culp**, resident, stated he supports keeping the Zoom format while conducting in-person meetings. He also expressed his support for Montclair employees and commended City Manager Starr for keeping the City stable.

VII. PUBLIC HEARINGS

A. Consider Adoption of Resolution No. 21-3310 Authorizing the Issuance of Bonds to Refund Certain Pension Obligations of the City; Approving the Form and Authorizing the Execution of a Trust Agreement and Bond Purchase Agreement; Authorizing Judicial Validation Proceedings Relating to the Issuance of Such Bonds; Authorizing Retention of Bond Counsel, Bond Disclosure Counsel, Municipal Advisor, Underwriter, and Trustee; Authorizing the City Manager to Execute All Agreements and Retention Contracts; and Approving Additional Actions Related Thereto

Mayor Dutrey declared it the time and place for a public hearing related to Resolution No. 21-3310 and invited members of the audience to provide comments.

Mr. Culp spoke in support of the bond issuance to fund pension obligations and asked if the bonds only cover prior pension obligations, how does the City plan to reduce future liability? He added the City needs to also look at additional revenue sources and urged the Council to consider allowing and regulating commercial cannabis.

Mr. Pipersky spoke in support of the bond issuance to cover pension obligations and clarified that he was not implying in his earlier comments that this bond issue could also cover wage increases.

There being no one else in the audience wishing to speak and no written comments submitted in relation to this item, Mayor Dutrey closed the public hearing and returned the matter to the City Council for consideration.

City Manager Starr advised no Measure L funds have been committed to unfunded accrued pension liability (UAL) costs, and advised this is simply a transfer of an existing debt to issuing bonds with a more favorable repayment schedule and lower interest rate than what the City has been paying directly to **CalPERS**.

Council Member Lopez stated his concerns going with the Scenario 3 repayment structure versus Scenario 2, noting Scenario 2 would achieve greater savings than Scenario 3 in less time.

City Manager Starr advised staff prefers Scenario 3 simply due to the facts that it would provide the City with additional savings up front, allowing those immediate funds to be deposited into a Pension Obligation Bond Amortization Account to cover any increases in the UAL from **CalPERS**, and would also provide a lower and more consistent payment schedule for the bonds year-to-year.

Mayor Dutrey stated his understanding that the repayment scenario could be decided at a later date.

City Manager Starr stated that is correct, noting staff would present the scenarios in August with the final numbers and locked in rates for a better comparison.

Council Member Johnson asked if the bonds could be refinanced in the future.

City Manager Starr stated after 10 years, the bonds can be recalled or refinanced.

Mayor Pro Tem Ruh stated while he does not agree with **CalPERS'** methods, he feels it is important that the City keep its promises to past, present, and future employees.

Council Member Lopez asked if staff prefers Scenario 3 due to the ability to create an amortization account, whether that could also be incorporated into Scenario 2, and if money in that account could be used for any other purposes besides paying UAL increases.

City Manager Starr advised that is the main advantage, and while the same thing could be worked into Scenario 2, there would not be any

money to start the fund and it would require new money to be allocated from other sources. He noted the use of money in that account would be up to the City Council, although staff's intent would be to only use it on UAL.

Mayor Dutrey stated he supports the City going this route to address the out-of-control UAL increases.

Moved by Mayor Pro Tem Ruh, seconded by Council Member Johnson, and carried by the following vote that the City Council adopt Resolution No. 21-3310:

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

VIII. CONSENT CALENDAR

Council Member Lopez requested Items B-1 and B-3 be pulled from the Consent Calendar.

Mayor Dutrey requested his abstention from the vote be noted on Item A-1.

Moved by Mayor Pro Tem/Vice Chair Ruh, seconded by Council Member/Director Johnson, and carried unanimously 5-0, the City Council approved the remainder of the Consent Calendar as presented, with the exception of Item A-1 with Mayor Dutrey's abstention noted:

A. Approval of Minutes

1. Regular Joint Meeting — April 19, 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 April 19, 2021 regular joint meeting by a 4-0-1 vote, with Mayor Dutrey abstaining.

2. Adjourned Meeting — April 20, 2021

The City Council approved the minutes of the April 20, 2021 adjourned meeting.

B. Administrative Reports

2. Approval of the Filing of a Notice of Completion of Contract with Gentry Brothers, Inc., for Construction of the Holt Boulevard Pavement Rehabilitation Project

Release of Retention of Payment Bond 30 Days After Recordation of Notice Of Completion

The City Council took the following actions:

- (a) Approved of the filing of a Notice of Completion of contract with Gentry Brothers, Inc., for construction of the Holt Boulevard Pavement Rehabilitation Project.
- (b) Released Retention of Payment Bond 30 Days after recordation of Notice of Completion.

4. Approval of City Warrant Register and Payroll Documentation

The City Council approved the City Warrant Register dated May 3, 2021, totaling \$1,672,017.28; and the Payroll Documentation dated March 28, 2021, amounting to \$604,079.59 gross, with \$419,633.44 net being the total cash disbursement.

C. Agreements — None

D. Resolutions — None

IX. PULLED CONSENT CALENDAR ITEMS

B. Administrative Reports

1. Receiving and Filing a Status Report on Emergency Contracting Procedures for the Pacific Electric Trail Bridge Replacement Project and Determining There is a Need to Continue the Action

Mr. Culp reiterated his support for replacing the bridge and suggested looking ahead to ensure the successful joining of the **Pacific Electric Trail** with the future **San Antonio Creek Trail**.

Council Member Lopez expressed concern over the use of the word *"hopeful"* in the staff report in reference to **San Bernardino County Transportation Authority's** dedication of funds for this project, for an amount *"up to"* \$100,000.

Mayor Dutrey stated he is on the **SBCTA Board** and it is his understanding that **SBCTA** staff will be recommending Board approval of that amount; however, he intends to advocate for a greater contribution.

City Manager Starr advised the \$100,000 would not be a reimbursement but should be considered more as an obligation, as the **Pacific Electric Trail** was a regional project for which **SBCTA** is the lead agency.

Council Member Martinez expressed her appreciation for **SBCTA's** support and willingness to provide assistance.

Moved by Council Member Lopez, seconded by Mayor Pro Tem Ruh, and carried unanimously 5-0, the City Council received and filed a status report on emergency contracting procedures for the Pacific Electric Trail Bridge Replacement Project and determined there is a need to continue the action.

3. Authorizing the Submission of a Letter of Opposition to the Senate Appropriations Committee for Senate Bill 210 (Weiner) Automated License Plate Recognition Systems

Mr. Culp expressed concerns regarding the invasion of residents' privacy, noting he sees no need for the storage of so much license plate information. He urged the City Council to stay neutral in this matter and not submit a letter.

Council Member Lopez stated he would like for the letter to not simply be sent to the Appropriations Committee, but to follow the bill through the legislative process to the Senate and Assembly should it get out of Committee.

Moved by Council Member Lopez, seconded by Mayor Pro Tem Ruh, and carried unanimously 5-0 that the City Council authorize the submission of a letter of opposition to the Senate Appropriations Committee, and all successive state legislative bodies, for Senate Bill 210 (Weiner) Automated License Plate Recognition Systems.

At 8:29 p.m., Mayor Pro Tem Ruh left the dais.

X. BUSINESS ITEM

A. Consider Adoption of Resolution No. 21-3309

Moved by Council Member Lopez, seconded by Council Member Johnson, and carried by the following vote that the City Council adopt Resolution No. 21-3309:

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

At 8:32 p.m., Mayor Pro Tem Ruh returned to the dais.

XI. COMMUNICATIONS

A. Department Reports — None

B. City Attorney

City Attorney Robbins stated she is pulling the closed session item from the agenda, and that the City Council will not meet in closed session this evening.

C. City Manager/Executive Director — No Comments

D. Mayor/Chair

1. Mayor Dutrey announced there are two vacancies on the Planning Commission and three vacancies on the Community Activities Commission, and encouraged residents to apply at www.cityofmontclair.org by the deadline at 5:30 p.m. on May 4, 2021.
2. Mayor/Chair Dutrey made the following comments:
 - (a) Tonight's meeting will be adjourned in memory of **Hollis Judkins**, who was a Community Activities Commissioner when it was called Community *Action Committee*, and was president of the Senior Club.
 - (b) He stated the Council is back to holding its meetings in the Chambers now that the county is in the yellow tier, and 48 percent of the adult population in the County is currently at least partially vaccinated. He expressed the importance to get vaccinated so that everything can go back to normal.
 - (c) He stated there is now a vaccination and testing site at **Montclair Place**.
 - (d) He expressed his appreciation for the opening of the **AMC Theatre** and the reopening of indoor dining.
 - (e) He apologized for his absence at the last meeting, noting he was touring colleges with his daughter, who has decided to attend **Loyola University Chicago**.

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 commended **San Bernardino County Sheriff John McMahon** on a recently solved cold case from 1980 and the arrest of the murder suspect thanks to recent advancements in DNA forensics.
 - (b) He reported that, as a result of the 2020 US Census, California will be losing one representative in the House. He noted while the population has grown over the past decade, it has not been growing as fast as other states.
 - (c) He urged all to get vaccinated if possible.
 - (d) He stated **Hollis Judkins** will be greatly missed by the community, noting she was at every City event.
 - (e) He expressed his pleasure of seeing everyone in-person and noted he agrees that the City should continue allowing remote public participation to accommodate busy working individuals.
2. Council Member/Director Johnson made the following comments:
 - (a) She reported the County is offering rent relief assistance and directed those interested to the County's website for an application.
 - (b) She expressed her sheer joy when witnessing, along with Mayor Dutrey, a homeless family receive keys to their new

mobile home, which was provided through a partnership between the City's Code Enforcement Division, **Metro Honda**, **Christian Development Center**, and **Bethany Baptist Church**.

- (c) She advised many businesses throughout the City are hiring, including **John's Incredible Pizza**. She noted **Montclair Place** also has a QR code on its website that lists all of the businesses in the mall that are hiring.
 - (d) She wished everyone a Happy Mother's Day this weekend.
3. Council Member/Director Martinez made the following comments:
- (a) She advised that starting tomorrow, vaccines will be available at **Montclair Place** at the former **New York & Co.** location.
 - (b) She happily reported receiving both doses of the vaccine and not experiencing any adverse effects.
4. Council Member/Director Lopez made the following comments:
- (a) He provided several freeway and road closure notices from **SBCTA** including overnight closures on Monte Vista Avenue under the freeway; and up to 2 lanes on the freeway in the daytime and up to 3 lanes overnight from Indian Hill Boulevard to Central Avenue through 2023.
 - (b) He advised the construction on the freeway sound wall at **MacArthur Park** is almost complete.
 - (c) He warned motorists to be careful when driving on southbound Monte Vista Avenue, noting there was just a major accident. He stated his belief that while residents tend to be aware of the road conditions, visitors are often confused and suggested adding more signage to provide ample warning well before arriving at the construction zones and lane closures.
 - (d) He thanked City Attorney Robbins for providing him with a memo discussing fines for fireworks and the limitations put on the City by the state, and requested a staff presentation on the issue of fireworks in light of the Ontario explosion, noting several residents have brought their firework safety concerns to him since the incident.
- Executive Director of Public Safety/Police Chief Avels advised it is likely much too late to make any changes to laws that will be enforceable in time for the upcoming Fourth of July holiday, noting the City provides the public with notices of the current laws and fines with utility bill mailings, which have already been sent. He added staff would continue looking into the matter for future changes to the way firework crimes are investigated and prosecuted.
- (e) He made staff aware that a street light wire fell on a resident's property and while fixing the issue, a **Southern California Edison** technician damaged one of the trees on his property, which is owned by the City. He advised staff the tree is now dying and he will pass along more information for staff to address the issue.
 - (f) He stated he is glad to be seated at the dais for the first time at an official City Council meeting since taking office, and honored to be occupying the seat that was formerly occupied by the City's first Hispanic Council Member, Dolly Lewman (née Lopez).

F. Committee Meeting Minutes

1. Minutes of Personnel Committee Meeting of April 19, 2021

The City Council received and filed the minutes of the Personnel Committee meeting of April 19, 2021, for informational purposes.

XII. CLOSED SESSION — None

XIII. CLOSED SESSION ANNOUNCEMENTS— None

XIV. ADJOURNMENT

At 9:00 p.m., Mayor/Chair Dutrey adjourned the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board in memory of former Community Action Committee Member **Hollis Judkins**.

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

CITY OF MONTCLAIR

TREASURER'S REPORT

FOR THE MONTH ENDING

APRIL 30, 2021

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STATEMENTS OF COMPLIANCE WITH INVESTMENT POLICY AND INVESTMENT STRATEGY FOR APRIL 30, 2021

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STATEMENT OF CASH AND INVESTMENTS BY FUND

SCHEDULE 3

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

GRAPH

CASH AND INVESTMENTS BY TYPE

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

APRIL 30, 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 \$ 32,759,265

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 APRIL 30, 2021

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$ (2,749,320.15)	\$ 3,951,659.65	\$ 2,745,036.61	\$ 53.41	\$ (1,542,643.70) (1)
Gas Tax Fund	(239,297.26)	63,632.98	67,716.83	-	(243,381.11) (2)
Road Maintenance - Section 2032	1,453,084.01	62,077.15	-	-	1,515,161.16
Measure I Fund	3,273,842.85	-	-	-	3,273,842.85
Traffic Safety	79,699.04	4,774.82	-	-	84,473.86
Disability Access Fund - Bus. License	34,680.40	996.00	-	-	35,676.40
Park Maintenance	86,594.80	2,962.40	5,239.58	-	84,317.62
Park Development	1,800,207.06	-	-	-	1,800,207.06
CDBG	(67,743.71)	6,915.81	14,715.87	-	(75,543.77) (2)
May Bdgt Revise Cares Act Dist	-	-	-	-	-
SB2 Planning Grant	185,967.12	-	-	-	185,967.12
Air Quality Improvement Trust	-	-	-	-	-
SB City Cares Act Relief Fund	(731,841.91)	-	118,220.00	-	(850,061.91) (2)
SB City Cares Act Infrastructure	(86,719.72)	4,578.87	27,588.12	-	(109,728.97) (2)
Senior Nutrition Program	117,862.86	-	-	-	117,862.86
Forfeiture Fund - State	127,463.53	-	4,250.00	-	123,213.53
SB 509 Public Safety	273,758.02	28,924.00	17,122.52	-	285,559.50
Forfeiture Fund-Federal/DOJ	402,480.52	-	-	-	402,480.52
Asset Seizure Fund	6,775.05	0.02	-	-	6,775.07
Section 11489 Subfund	45,103.92	-	-	-	45,103.92
Fed Asset Forfeiture-Treasury	87,679.14	4,665.68	-	-	92,344.82
School District Grant Fund	105,300.00	-	105,300.00	-	-
State Supplemental Law Enforce	447,813.52	-	-	-	447,813.52
PC 1202.5 Crime Prevention	2,063.38	18.18	-	-	2,081.56
Recycling Grant Fund	65,685.00	5,156.00	-	-	70,841.00
Homeless Emergency Aid Program	(472.79)	-	21,165.47	-	(21,638.26) (2)
Bureau of Justice Assistance	(36,863.89)	-	-	-	(36,863.89) (2)
Statewide Park Dev Grant	-	-	-	-	-
Homeless Housing Assist Preven	-	-	-	-	-
Expanded Learning Program Fund	302,134.05	-	71,576.61	-	230,557.44
OTS Grant	8,540.54	-	-	-	8,540.54
FIRST 5 Fund	1,290.78	-	-	-	1,290.78
Safety Dept. Grants	45,835.98	300,000.00	60,758.77	-	285,077.21
OSMD Immunization Grant	243.05	-	1,044.66	-	(801.61) (2)
Kaiser Permanente Grant	5,089.08	-	-	-	5,089.08
Resource Center Grant - OMSD	24,006.23	-	1,971.43	-	22,034.80
Title IIIB Sr Support Services	(2,659.43)	6,511.89	8,693.63	-	(4,841.17) (2)
Healthy Community Strategic Plan	18,027.78	-	-	-	18,027.78
ExLP Supplemental Grant	83,892.76	-	-	-	83,892.76
E.I.M.S. - Paramedic Fund	(22,031.17)	3,484.17	9,264.15	-	(27,811.15) (3)
Economic Development	5,492,556.47	-	74,168.85	-	5,418,387.62
City Contributions/Donations Fund	500.00	-	-	-	500.00
Sewer Operating Fund	1,674,461.57	408,310.86	330,917.43	(63.41)	1,751,801.59
Sewer Replacement Fund	2,107,340.14	-	-	-	2,107,340.14
CFD 2011-1 (Phase0)	168,095.87	47,403.48	2,831.39	-	212,627.96
CFD 2011-2 (Arrow Station)	108,334.34	16,465.02	1,489.22	-	123,310.14
Inland Empire Utility Agency	3,182,174.78	-	-	-	3,182,174.78
Sewer Expansion Fee Fund	592,697.37	-	-	-	592,697.37
Developer Impact Fees - Local	1,108,173.33	37,395.57	-	-	1,145,568.90
Developer Impact Fees - Regional	91,448.34	84,320.93	-	-	175,769.27
Burtec Pavement Impact Fees	214,220.28	17,731.81	-	-	231,952.09
PUC Reimbursement Fund-MVGS	1,689,981.14	-	-	-	1,689,981.14
Utility Underground In-Lieu	340,516.52	-	-	-	340,516.52
General Plan Update Fee	84,643.22	-	-	-	85,514.12
Housing Fund	555,326.51	870.90	-	-	555,326.51
Public Education/Govt. PEG Fee Fund	32,178.37	-	-	-	32,178.37
Infrastructure Fund	(2,318,779.29)	114,226.89	142,287.16	-	(2,346,839.56) (4)
COVID-19	(239,895.58)	-	10,704.90	-	(250,600.48)
Successor Agency Bonds-Taxable	4,783,964.21	5,226.43	6,183.00	-	4,789,190.64
Successor Agency Bonds-Tax Exempt	6,261,506.13	9,025.62	-	-	6,264,350.75
2014 Lease Revenue Bond Proceeds	(559,843.58)	-	-	-	(559,843.58)
2014 Lease Revenue Bond Debt Svc	(486,955.85)	248,528.56	-	-	(238,427.29) (5)
Contingency Fund	233,836.96	-	-	-	233,836.96 (1)
Assigned General Fund Reserves	9,457,070.87	21,235.70	-	-	9,478,306.57 (1)
TOTALS	\$ 41,721,684.56	\$ 5,457,099.39	\$ 3,848,246.20	\$ -	\$ 43,330,537.75

Negative Cash Notes follow this presentation.

Notes on Negative Cash Balances

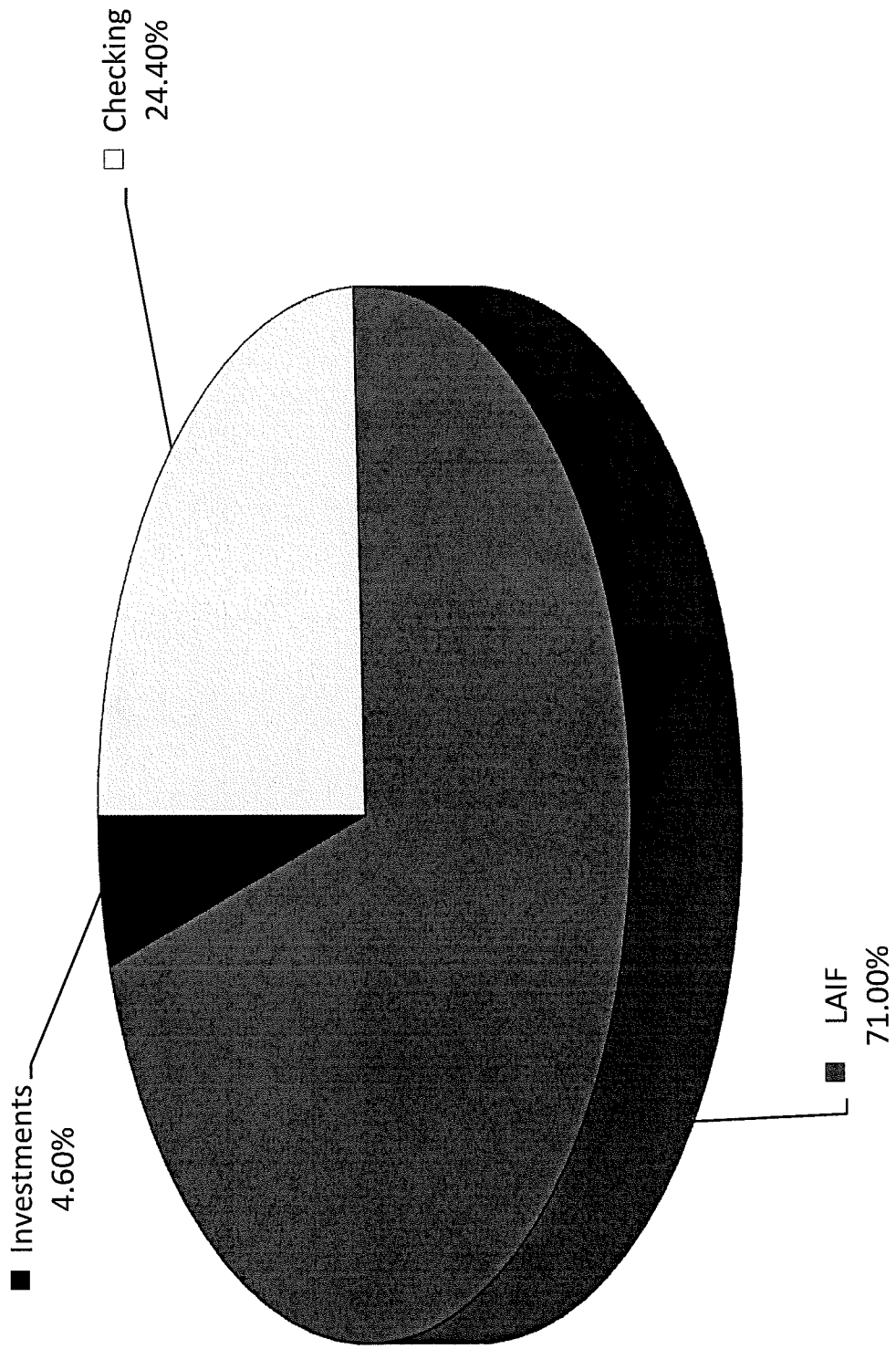
- (1) The General Operating Fund may have a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. As Contingency and General Reserves exceed this 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 APRIL 30, 2021**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Checking Account							\$ 10,564,439.15
Asset Seizure Account							\$ 6,834.07
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
Local Agency Investment Fund (LAIF)				0.330%	30,798,324.18	30,759,264.53	
First American Government					2,000,000.00	2,000,000.00	
					<u>\$ 32,798,324.18</u>		\$ 32,759,264.53
U.S. AGENCY SECURITIES							
					\$ -		\$ -
TOTAL							<u><u>\$ 43,330,537.75</u></u>

Current market values obtained from US Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY TYPE
April 30, 2021
Total Cash & Investments \$43,330,538



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

April 30, 2021

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH BY FUND
April 30, 2021**

COMBINED OPERATING FUND

Operating	43,389.41	\$ 43,389.41
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LRPRP Fund

Operating	0.00	\$ 0.00
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RORF

	29,455.96	
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	\$ 29,455.96

TOTAL CASH		\$ 72,845.37
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**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH
April 30, 2021**

Checking Account

US Bank

72,845.37

TOTAL CASH

72,845.37

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

April 30, 2021

City of Montclair
 Final Warrant Register
 Council Date 05/17/2021
 Regular Warrants
 Checking Account: Successor to the RDA

	Warrants	US Bank transfers	Area Totals
SRDA Combined Operating Fund	7,000.00	10,402.15	17,402.15
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	0.00
	7,000.00	10,402.15	

April 2021 Total

17,402.15

Note: Reimburse City for 4/1, 4/15, 4/29 payrolls

Vice Chair Ruh

Accounts Payable

Checks by Date - Summary by Check Number

User: cramirez
Printed: 5/5/2021 8:06 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
8175	VanLa001	Van Lant & Fankhanel, LLP	04/01/2021	7,000.00
Report Total (1 checks):				7,000.00

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR
SinglePoint
Reported Activity From 04/01/2021 To 04/29/2021
Printed on 05/05/2021 at 8:24 AM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
04/29/2021	\$3,132.05	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 04/29/21 Payroll
Initiate Date 04/29/2021
Initiate Time 10:19AM CDT
Initiated By JKULBECK
Completed Date 04/29/2021
Completed Time 10:19AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
04/15/2021	\$4,138.08	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 04/15/21 Payroll
Initiate Date 04/15/2021
Initiate Time 12:51PM CDT
Initiated By JKULBECK
Completed Date 04/15/2021
Completed Time 12:51PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
04/01/2021	\$3,132.02	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 04/01/21 Payroll
Initiate Date 04/01/2021
Initiate Time 01:09PM CDT
Initiated By JKULBECK
Completed Date 04/01/2021
Completed Time 01:09PM CDT

Total Number of Book Transfers: 3
Total Amount of Book Transfers: \$10,402.15

--- End of Report ---

**CITY OF MONTCLAIR
HOUSING CORPORATION
TREASURER'S REPORT
FOR THE MONTH ENDING**

April 30, 2021

TABLE OF CONTENTS

SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

**CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS
April 30, 2021**

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account			
US Bank			438,073.63
 Investments			
LAIF	0.33%	1,714,252.58	1,710,367.79
TOTAL CASH & INVESTMENTS			2,148,441.42

NOTE:

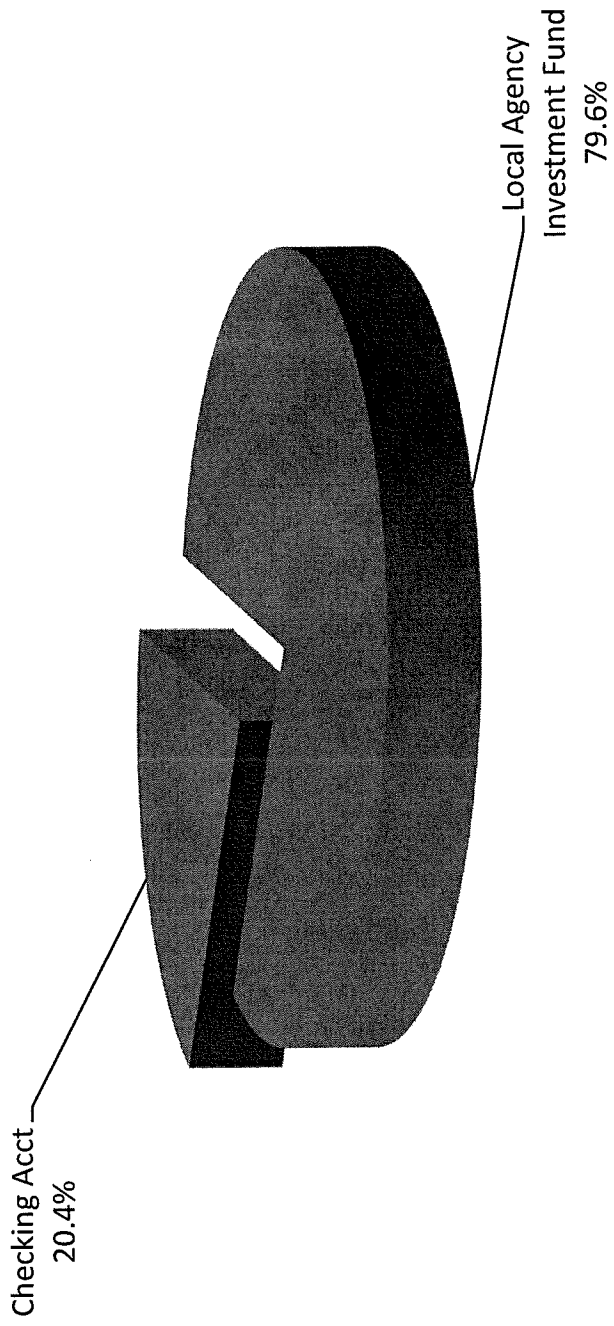
Pursuant to the Corporation's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

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
April 30, 2021**

Total Cash & Investments - \$2,148,441



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER
FOR THE MONTH ENDING**

April 30, 2021

City of Montclair
Final Warrant Register
Council Date 05/17/2021
Regular Warrants
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
59,172.85	0.00	0.00	40,987.99	100,160.84

April 2021 Total

100,160.84

US Bank transfers:
Reimburse City for 04/01 payroll
Reimburse City for 04/15 payroll
Reimburse City for 04/29 payroll

Vice Chair Ruh

Accounts Payable

Checks by Date - Summary by Check Number

User: cramirez
Printed: 5/5/2021 8:05 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5185	land012	Landscape Maintenance Unlimited	04/01/2021	4,981.00
5186	Mont074	Monte Vista Water District	04/01/2021	1,561.93
5187	Sout018	Southern California Edison Co	04/01/2021	382.88
5188	land012	Landscape Maintenance Unlimited	04/15/2021	18,025.00
5189	Mont002	City of Montclair	04/15/2021	10,425.60
5190	Mont074	Monte Vista Water District	04/15/2021	1,653.13
5191	Land012	Landscape Maintenance Unlimited	04/26/2021	16,091.00
5192	Mont074	Monte Vista Water District	04/26/2021	4,750.00
5193	Sout018	Southern California Edison Co	04/26/2021	568.88
5194	Sout021	Southern California Gas Co	04/26/2021	733.43
Report Total (10 checks):				59,172.85

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR
SinglePoint
Reported Activity From 04/01/2021 To 04/29/2021
Printed on 05/05/2021 at 8:23 AM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
04/29/2021	\$4,315.11	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 04/29/21 Payroll
Initiate Date 04/29/2021
Initiate Time 10:19AM CDT
Initiated By JKULBECK
Completed Date 04/29/2021
Completed Time 10:19AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
04/15/2021	\$29,615.15	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 04/15/21 Payroll
Initiate Date 04/15/2021
Initiate Time 12:51PM CDT
Initiated By JKULBECK
Completed Date 04/15/2021
Completed Time 12:51PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
04/01/2021	\$7,057.73	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 04/01/21 Payroll
Initiate Date 04/01/2021
Initiate Time 01:09PM CDT
Initiated By JKULBECK
Completed Date 04/01/2021
Completed Time 01:09PM CDT

Total Number of Book Transfers: 3
Total Amount of Book Transfers: \$40,987.99

--- End of Report ---

**CITY OF MONTCLAIR
HOUSING AUTHORITY
TREASURER'S REPORT
FOR THE MONTH ENDING
April 30, 2021**

Schedule 1

**CITY OF MONTCLAIR
HOUSING AUTHORITY
STATEMENT OF CASH
April 30, 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
April 30, 2021**

City of Montclair
Final Warrant Register
Council Date 05/17/2021
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

April 2021 Total 0.00

Vice Chair Ruh