

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

**AGENDA**

Monday, June 7, 2021  
7:00 p.m.

Location

Council Chamber  
5111 Benito Street  
Montclair, CA 91763

Webinar Link

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

Dial #

1-669-900-6833

Meeting ID

937-1715-0550



Mayor Javier "John" Dutrey  
Mayor Pro Tem Bill Ruh  
Council Members Tenice Johnson,  
Council Member Corysa Martinez  
Council Member Benjamin "Ben" Lopez

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



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

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

Monday, June 7, 2021  
7:00 p.m.

*Remote Participation Information:*

Zoom Link: <https://zoom.us/j/93717150550>  
Dial Number: 1-(669)-900-6833  
Meeting ID: 937-1715-0550

*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](mailto: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. Proclamation Declaring June 2021 as Pride Month in the City of Montclair

**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**

- A. Consider Adoption of Resolution No. 21-3311 Approving Tentative Tract Map No. 20384 to Create 20 Industrial Condominiums at 10680 Silicon Avenue within the “M-1” Limited Manufacturing Zone [CC] 4

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes
  - 1. Regular Joint Meeting — May 17, 2021 [CC/SA/MHC/MHA/MCF] 91
- B. Administrative Reports
  - 1. 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
  - 2. Consider Approval of Warrant Register & Payroll Documentation [CC] 14
  - 3. Consider Authorizing A \$1,150 Appropriation from the Prop 30/AB 109 Fund to Purchase Two Updated Trackers and Pay the Annual Usage Fee for Two Electronic Stakeout Tracker Systems [CC] 15
  - 4. Consider Authorizing a \$985 Appropriation from the Prop 30/AB 109 Fund to Pay the Annual Usage Fee for the Police Department’s Two LiveView GPS Tracking Units [CC] 16
- C. Agreements
  - 1. Consider Approval of Agreement No. 21-26 with AppleOne Employment Services to Provide Staffing Services for the Montclair After-School Program [CC] 17
  - 2. Consider Approval of Agreement No. 21-30 with the San Bernardino County Fire Protection District Authorizing the Receipt of \$14,576.57 from the FY2019 State Homeland Security Grant Program [CC]  
Consider Authorizing a \$14,576.57 Appropriation from the Public Safety Grant Fund to Purchase One Hurst E-Draulic Cutter Tool, Spreader Stability Plate Kit, and Chain Set With Lock/Hook from L.N. Curtis [CC] 20
  - 3. Consider Approval of Agreement No. 21-31 with Ontario-Montclair School District for Utilization of the Family Resource Center for Case Management Services and to Support Operating Costs of the Facility [CC] 44
  - 4. Consider Approval of Agreement No. 21-32 with ServiceMaster 360 Premier Cleaning to Provide Custodial Services at the Family Resource Center [CC] 54
  - 5. Consider Approval of Agreement No. 21-33 Amending Agreement No. 18-23 with All City Management Services, Inc. for School Crossing Guard Services [CC] 66
- D. Resolutions
  - 1. Consider Adoption of Resolution No. 21-3312 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 76

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. COMMUNICATIONS**

**A. Department Reports**

1. Police Department — Firework Enforcement Update

**B. City Attorney**

1. Request to Meet in Closed Session Pursuant to GC §54956.9(d)(1) Regarding Pending Litigation [CC]

*Montclair v. Southern California Edison*

2. Request to Meet in Closed Session Pursuant to GC §54956.9(d)(4) Regarding Potential Litigation [CC]

*One Potential Case*

3. Request to Meet in Closed Session Pursuant to GC §54957.6 Regarding Conference with City’s Designated Labor Negotiator Edward C. Starr [CC]

Agency: City of Montclair

Employee Assocs.: Management, Montclair City Confidential Employees Association, Montclair General Employees Association, Montclair Fire Fighters Association, and Montclair Police Officers Association

**C. City Manager/Executive Director**

**D. Mayor/Chairperson**

**E. Council Members/Directors**

**F. Committee Meeting Minutes (for informational purposes only)**

- |   |    |
|---|----|
| 1. Real Estate Committee Meeting — March 15, 2021 [CC]  | 82 |
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| 3. Personnel Committee Meeting — May 17, 2021 [CC]      | 90 |

**XI. CLOSED SESSION**

**XII. CLOSED SESSSION ANNOUNCEMENTS**

**XIII. 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 21, 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 the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Pursuant to the Governor’s Executive Orders in relation to the COVID-19 pandemic, please call the City Clerk’s Office at (909) 625-9416 or send an e-mail to [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) to request 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](mailto:cityclerk@cityofmontclair.org). Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)*

*I, Andrea M. Phillips, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the City’s website at <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, June 3, 2021.*



# CITY COUNCIL AGENDA REPORT

**DATE:** JUNE 7, 2021 **FILE I.D.:** LDU325/350/600  
**SECTION:** PUBLIC HEARINGS **DEPT.:** COMMUNITY DEV.  
**ITEM NO.:** A **PREPARER:** Y. NEMETH  
**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 21-3311 APPROVING TENTATIVE TRACT MAP NO. 20384 TO CREATE 20 INDUSTRIAL CONDOMINIUMS AT 10680 SILICON AVENUE WITHIN THE “M-1” LIMITED MANUFACTURING ZONE

**REASON FOR CONSIDERATION:** Pursuant to the City of Montclair Municipal Code Section 11.86, all subdivisions of land associated with development projects are subject to final review and approval by the City Council.

**BACKGROUND:** On April 26, 2021, the Planning Commission, by a 5-0 vote, approved a Conditional Use Permit and Precise Plan of Design under Case No. 2020-25 for a 20-unit industrial condominium development at the subject 3.18-acre site located at the end of Silicon Avenue, south of Holt Boulevard. The project is to be known as the *The Orange Grove Business Park* and will be developed by Baldwin Park Homes, LLC. The General Plan land use designation of the site is Business Park and the zoning is M-1 Limited Manufacturing.

The Planning Commission also recommended City Council of approval of Tentative Tract Map (TTM) No. 20384 to create the proposed condominiums. TTM No. 20384 would allow for the consolidation of the two existing parcels (Lots 3 and 4 of Parcel Map 5991) into a new unified parcel of 3.18-acres in size, as indicated below:

Tentative Tract Map No. 20384		
<i>Existing - Two Parcels</i>		<i>Proposed - Single Parcel</i>
Parcel Map No. 5991		Tentative Tract Map No. 20384
Lot 3 - 72,310 SF	Lot 4 - 66,200 SF	138,510 SF approx. (3.18-acres)

The 20 condominium units would be located within a new 58,836 square foot, building proposed for the site (Exhibit B). Covenant, Conditions, and Restrictions (CC&Rs), including an on-site property management company will ensure daily maintenance, proper assignment of parking spaces, guest management, proper uses of the units, and security of the site. In addition to the new building, other site improvements include 108 on-site parking spaces, trash enclosures, a master sign program, drought tolerant landscaping, and new perimeter walls and fencing.

Staff finds the proposed tentative tract map to be consistent with the applicable minimum development standards regarding minimum property size and dimensions for new parcels within the M-1 zoning district in which the site is located. Below is the summary of applicable lot size and dimension requirements for the project:

<b>TTM 20384 – Zoning Compliance with M-1 Development Standards</b>			
<i>Development Standard</i>	<i>Minimum Lot Size</i>	<i>Minimum Lot Width</i>	<i>Minimum Lot Depth</i>
Required	10,000 SF	75 feet	100 feet
Provided	138,510 SF	211 feet*	551 feet

Staff further notes the tract map is consistent with the City of Montclair’s General Plan and Zoning Ordinance requirements for parcels in the M-1 zone. As designed, the plans have been reviewed and conditionally approved by the City’s Public Works Department, Building Division, the Police and Fire Departments, the County of San Bernardino’s Environmental Division and Flood Control on behalf of the U.S. Army Corps of Engineer, IEUA, and Burrtec for onsite circulation, ingress, egress, easement access, parking lot configurations, drainage, and all life safety needs for the public’s general welfare have been addressed.

Copies of the tentative tract map are available to view on the City’s website at: <https://www.cityofmontclair.org/nph-city-council-june-7-2021-700-pm/>.

**Findings for Tentative Tract Map No. 20384**

- A. The proposed subdivision and the provisions for its design and improvements are consistent with the adopted General Plan and the Montclair Municipal Code. The Tentative Tract Map proposal meets minimum lot size and dimension standards of the “M-1” zoning district and provides for ample area on which to develop the proposed industrial condominium project and to accommodate future land uses compatible with the underlying zoning district. Moreover, the Tentative Tract Map is consistent with the overall goal of the General Plan to promote good planning practices and orderly development within the City.
- B. The subject site is physically suitable for the proposed development. At 3.18 acres in area (138,510-square feet) the site is of a size and configuration that has sufficient width and depth to allow for orderly development. The project site is also located adjacent to a fully improved street that connects to an arterial roadway at Holt Boulevard which will provide direct and safe access to the project site. In addition, the site is designed to allow for appropriate internal pedestrian and vehicular circulation around the proposed improvements.
- C. The subdivision design and improvements proposed are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat. The site is vacant and surrounded by industrial urban development and streets, does not contain any bodies of water and is not linked to any wildlife corridors. The vacant site is mostly paved over, does not have any trees, and does not contain any evidence of known habitats of significance including rare or endangered species of plant, animal, or insect life.
- D. The subdivision design and type of improvements proposed in the Tentative Tract Map are not likely to cause serious public health problems because all development and public improvements will be constructed per the requirements of all applicable standards and codes including the zoning and building codes.

- E. The subdivision design and type of improvements proposed in the Tentative Tract Map will not conflict with any onsite public or private easements for access or use. The project was designed around an existing underground storm drain pipe easement owned by the Inland Empire Utilities Agency (IEUA) and the applicant has worked with IEUA to respond and resolve any issues regarding the easement during on-site construction and thereafter. Moreover, the project has been designed to ensure that existing sewer manholes are not impacted and that City access is preserved.
- F. The discharge of wastewater into the existing sanitary sewer system from the development proposed in the Tentative Tract Map will not cause a violation of existing requirements prescribed by the Regional Water Quality Control Board. The entire project will be required to connect to the City's sanitary sewer system pursuant to California Plumbing Code and Municipal Code requirements. Sewer mains exist in Silicon Avenue and within the project site, all of which are immediately adjacent to the subject site.

### **Environmental Review**

The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15332 of State of CEQA Guidelines, in that Class 32 covers infill projects in significantly developed areas. The proposed development of a 20-unit industrial condominium is consistent with the applicable policies of the General Plan, M-1 (Limited Manufacturing) zone, is less than five acres in area, has utilities present in the area to serve the development, and would not result in any significant effects related to traffic, noise, air quality, or water quality.

**FISCAL IMPACT:** Approval of Tentative Tract Map No. 20384 in conjunction with the development of the site would result in positive, long-term economic benefits for the City. The new project improvements would enhance property values in the area and offer new business opportunities not present on the site and that contribute to additional tax revenue to the City. Finally, the cost to advertise in the *Inland Valley Daily Bulletin* for the proposed map is reimbursable by the applicant.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 21-3311 approving Tentative Tract Map No. 20384 to create 20 industrial condominium units at 10680 Silicon Avenue within the "M-1" Limited Manufacturing Zone.

**RESOLUTION NO. 21-3311**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING TENTATIVE TRACT MAP NO. 20384 UNDER CASE NO. 2020-25 FOR A PROPOSED 20-UNIT INDUSTRIAL CONDOMINIUM DEVELOPMENT ON A COMBINED 3.18 GROSS ACRE LOT LOCATED AT 10680 SILICON AVENUE, (APN NOS. 1012-031-09-0000 & 1012-031-10-0000)**

**WHEREAS**, Baldwin Park Homes, LLC, property owner, filed an application on October 7, 2020, for a Conditional Use Permit (CUP), Precise Plan of Design (PPD), and Tentative Tract Map (TTM) 20384 under Case No. 2020-25 (Application), to construct a 20-unit industrial condominium development, including associated site improvements and master sign program on the subject site; and

**WHEREAS**, the name of the project is *The Orange Grove Business Park*; and

**WHEREAS**, the subject site currently consists of two adjoining parcels (Parcels 3 and 4 of Parcel Map No. 5991), located at the southern end of Silicon Avenue, south of Holt Boulevard, and bounded by the Brooks Basin (Chino Basin Water Conservation District) on the east, the Union Pacific Railroad right-of-way on the south, the San Antonio Creek Channel located on the west, and existing industrial development to the north; and

**WHEREAS**, Tentative Tract Map (TTM) No. 20384 would result in combining the two existing lots, Parcels 3 and 4 of Parcel Map No. 5991, into a single parcel totaling 138,510-square feet (3.18-acres) for development; and

**WHEREAS**, Tentative Tract Map (TTM) No. 20384 would allow the formation of 20 condominium units to be located within a new 58,836 square foot building proposed for the site; and

**WHEREAS**, Covenant, Conditions, and Restrictions (CC&Rs), including an on-site property management company will ensure daily maintenance, proper assignment of parking spaces, guest management, proper uses of the units, and security of the site, is a requirement of the project; and

**WHEREAS**, the site is encumbered with an existing 28-foot wide easement for pipeline and incidental purposes owned by the Inland Empire Utilities Agency (IEUA) (Recorded April 19, 2004 per Instrument No. 20040267776 of official records), which developer considered in the design of the site and construction improvements; and

**WHEREAS**, the subject site is within the "M-1" (Limited Manufacturing) zone and is currently vacant; and

**WHEREAS**, on March 15, 2021, the City Council's Real Estate subcommittee previewed project proposal; and

**WHEREAS**, on April 16, 2021, the City gave public notice of the Planning Commission's public hearing by advertisement in a newspaper of general circulation, and posted the public notice at City Hall, and mailed to all property owners within 300 feet of the project boundaries; and

**WHEREAS**, on April 26, 2021, the Planning Commission conducted a public hearing and approved the PPD and CUP as it pertains to the overall site plan, floor plan, elevations, conceptual colors and materials, conceptual landscape/irrigation plan, and master sign program associated with the 20-unit tilt up industrial condominium development; pursuant to the development standards contained in Chapters 11.32 and 11.88 of the Montclair Municipal Code; and

**WHEREAS**, by a 5-0 vote, the Planning Commission approved the CUP and PPD, and recommended City Council approval of the Tentative Tract Map (TTM) No. 20384, pursuant to Planning Commission Resolution No. 21-1946; and

**WHEREAS**, on May 27, 2021, the City gave public notice of the City Council's public hearing by advertisement in a newspaper of general circulation, and posted the public notice at City Hall, and mailed to all property owners within 300 feet of the site; and



**WHEREAS**, the City Council conducted a duly noticed public hearing on June 7, 2021, at which time all interested parties were provided an opportunity to give testimony for or against the proposal; and

**WHEREAS**, the City Council finds the requested entitlements to be consistent with the adopted General Plan and the Montclair Municipal Code and following good planning principles; and

**WHEREAS**, the City Council finds that the proposed tract map to be categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15332 of the State CEQA Guidelines, in that Class 32 covers infill projects in significantly developed areas. Further, the proposed development of which the map is a part is consistent with the applicable policies of the General Plan and the M-1 (Limited Manufacturing) zone, is less than five acres in area, has utilities present in the area to serve the development, and would not result in any significant effects related to traffic, noise, air quality, or water quality; and would have no significant effect on the environment.

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

**SECTION 1.** Based upon the facts and information contained in the application, together with all written and oral reports included for the environmental assessment for the application, the City Council finds that the proposed project is exempt from further environmental review pursuant to State CEQA Guidelines, Section 15332.

**SECTION 2.** Based on the entire record before the City Council, all written and oral evidence presented to the City Council, and the findings set forth in this Resolution, the City Council approves Tentative Tract Map No. 20384, subject to the conditions of approval set forth in the attached Exhibit "A" and as depicted in the submitted map Exhibit "B."

#### **Tentative Tract Map Findings**

- A. The proposed subdivision and the provisions for its design and improvements are consistent with the adopted General Plan and the Montclair Municipal Code. The Tentative Tract Map proposal meets minimum lot size and dimension standards of the "M-1" zoning district and provides for ample area on which to develop the proposed industrial condominium project and to accommodate future land uses compatible with the underlying zoning district. Moreover, the Tentative Tract Map is consistent with the overall goal of the General Plan to promote good planning practices and orderly development within the City.
- B. The subject site is physically suitable for the proposed development. At 3.18 acres in area (138,510-square feet) the site is of a size and configuration that has sufficient width and depth to allow for orderly development. The project site is also located adjacent to a fully improved street that connects to an arterial roadway at Holt Boulevard which will provide direct and safe access to the project site. In addition, the site is designed to allow for appropriate internal pedestrian and vehicular circulation around the proposed improvements.
- C. The subdivision design and improvements proposed are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat. The site is vacant and surrounded by industrial urban development and streets; does not contain any bodies of water and is not linked to any wildlife corridors. The vacant site is mostly paved over, does not have any trees, and does not contain any evidence of known habitats of significance including rare or endangered species of plant, animal, or insect life.
- D. The subdivision design and type of improvements proposed in the Tentative Tract Map are not likely to cause serious public health problems because all development and public improvements will be constructed per the requirements of all applicable standards and codes including the zoning and building codes.
- E. The subdivision design and type of improvements proposed in the Tentative Tract Map will not conflict with any onsite public or private easements for access or use. The project was designed around an existing underground storm drain pipe easement owned by the Inland Empire Utilities Agency (IEUA) and the applicant has

worked with IEUA to respond and resolve any issues regarding the easement during on-site construction and thereafter. Moreover, the project has been designed to ensure that existing sewer manholes are not impacted and that City access is preserved.

- F. The discharge of wastewater into the existing sanitary sewer system from the development proposed in the Tentative Tract Map will not cause a violation of existing requirements prescribed by the Regional Water Quality Control Board. The entire project will be required to connect to the City's sanitary sewer system pursuant to California Plumbing Code and Municipal Code requirements. Sewer mains exist in Silicon Avenue and within the project site, all of which are immediately adjacent to the subject site.

**APPROVED AND ADOPTED** this XX day of XX, 2021.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 21-3311 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

EXHIBIT A  
**Resolution No. 21-3311**  
**CONDITIONS OF APPROVAL**

1. This approval is for Tentative Tract Map No. 20384, to merge Parcels 3 and 4 of Parcel Map No. 5991 (Assessor Parcel Nos. 1012-031-09-0000 and 1012-031-10-0000) into a single lot and to allow the formation of 20 industrial condominium units within a new 58,836 square-foot building and off and on-site improvements associated with Case No. 2020-25.
2. The above entitlement shall be subject to all conditions of approval contained in Planning Commission Resolution No. 21-1946 (Case No. 2020-25).
3. Any modification, intensification, or expansion of the use beyond that which is specifically approved by the aforementioned entitlements and that is not reflected in the map, plans, and drawings approved with this action by the City Council shall require review and approval by the City Council.
4. In the event that exhibits and written conditions are inconsistent, the written conditions shall prevail.
5. The applicant/owner shall be required to pay any applicable fees as shown below; within five (5) days of approval by the City Council:
  - a. A check in the amount of **\$50**, payable to "Clerk of the Board of Supervisors," to cover the filing fee for the Notice of Exemption (NOE) as required by the California Environmental Quality Act (CEQA).
  - b. A check in the amount of **\$1,273.16**, payable to "City of Montclair," to cover the actual cost of publishing a Notice of Public Hearing in a newspaper of general circulation (Inland Valley Daily Bulletin) as required by state law for City Council review on June 7, 2021.
6. In establishing and conducting the subject use, the applicant shall at all times comply with any and all laws, ordinances and regulations of the City of Montclair, the County of San Bernardino and the State of California. Approval of this TTM shall not waive compliance with any such requirements.
7. Notice to Applicant/Owner/Subdivider: The conditions of approval for this project include certain fees, dedication requirements, reservation requirements, and/or other exactions more specifically described in the conditions of approval herein. The subdivider/applicant is hereby notified that the 90-day protest period to challenge such items has begun as of the date of the project approval. For purposes of this notice, "project approval" shall mean the date that the City Council approves the application for the Tentative Tract Map referenced in Condition No. 1. All impact fees shall be due and payable at the time stated in the adopted ordinance, resolution or policy adopting and imposing such fees, or at the time building permits are issued. If the applicant fails to file a protest regarding any of the fees, dedications, reservations, or other exaction requirements as specified in Government Code §66020, the subdivider/applicant shall be legally barred from later challenges.
8. The applicant/owner/subdivider shall reimburse the City for the legal costs associated with the preparation/review of any agreements and covenants required by these conditions prior to the time of their initiation.
9. The applicant/owner shall ensure that a copy of this Resolution is reproduced on the first page of the construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the Project.
10. In the event of transfer of ownership of the property involved in this application, the new owner shall be fully informed of the permitted use and development of said property as set forth by this permit together with all conditions that are a part thereof. These specific requirements must be recorded with all title conveyance documents at the time of escrow closing.





# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 7, 2021	<b>FILE I.D.:</b>	TRN110A
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	N. CASTILLO

**SUBJECT:** 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

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**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

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<b>DATE:</b>	JUNE 7, 2021	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	L. LEW/V. FLORES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated June 7, 2021, and the Payroll Documentation dated May 9, 2021, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated June 7, 2021, totals \$2,048,586.25; and the Payroll Documentation dated May 9, 2021 totals \$608,823.43 gross, with \$420,035.17 net being the total cash disbursement.

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



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 7, 2021	<b>FILE I.D.:</b>	PDT405
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	POLICE
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	B. KUMANSKI
<b>SUBJECT:</b>	CONSIDER AUTHORIZING A \$1,150 APPROPRIATION FROM THE PROP 30/AB 109 FUND TO PURCHASE TWO UPDATED TRACKERS AND PAY THE ANNUAL USAGE FEE FOR TWO ELECTRONIC STAKEOUT TRACKER SYSTEMS		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing a \$1,150 appropriation from the Proposition 30/AB 109 Fund to purchase two updated trackers and pay the annual usage fee for two Electronic StakeOut (ESO) tracker systems, ensuring the devices continue to operate as expected on the cellular network and secure web portal.

**BACKGROUND:** The Police Department received funding under Proposition 30 for implementation of Public Safety Realignment efforts. Funding is to be used by frontline law enforcement to implement re-entry programs and/or address crime impacts to communities affected by Realignment.

ESO tracker systems are apprehension tools that actively target criminals perpetrating property crimes affecting our community, and the Montclair Police Department has utilized these devices since 2014. Through ESO deployment, the device alerts law enforcement to crimes in progress, resulting in the arrest of criminals. The different uses for the ESO tracking systems are virtually endless. Various applications include bait cars, bicycles, motor scooters, metal theft, construction sites, laptop computers, cash packs, and various other crime trends.

These concealed trackers utilize both GPS and 3G cellular technologies to track movements of the “bait” items. Cellular technology has continued to advance and providers will no longer support the 3G protocols by the end of the calendar year, transitioning all devices to the more robust 4G LTE and 5G standards. With this impending change, the Department’s existing trackers will become obsolete and cease to function.

New ESO trackers are fully compatible with the current 4G LTE systems. In addition, they have become smaller and have improved battery life over the current devices, which allows for extended deployments. Based on historical usage and other investigation and surveillance technologies currently being utilized in conjunction with the ESO trackers, Department staff is recommending the purchase of new 4G ESO trackers and reducing the number of deployed units from five to two.

**FISCAL IMPACT:** If authorized by the City Council, funding to cover the purchase of two updated ESO trackers and the annual usage fee for support of two ESO tracker systems would result in an appropriation from the Proposition 30/AB 109 Fund (1141) in the amount of \$1,150.

**RECOMMENDATION:** Staff recommends that the City Council authorize a \$1,150 appropriation from the Prop 30/AB 109 Fund for the purchase of two updated ESO trackers and the annual usage fee of two Electronic StakeOut tracker systems.





# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 7, 2021	<b>FILE I.D.:</b>	PDT405
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	POLICE
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	B. KUMANSKI
<b>SUBJECT:</b>	CONSIDER AUTHORIZING A \$985 APPROPRIATION FROM THE PROP 30/AB 109 FUND TO PAY THE ANNUAL USAGE FEE FOR THE POLICE DEPARTMENT'S TWO LIVEVIEW GPS TRACKING UNITS		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing a \$985 appropriation from the Proposition 30/AB 109 Fund to pay the annual usage fee for the Department's two LiveView GPS tracking units.

**BACKGROUND:** The Police Department received funding under Proposition 30 for implementation of Public Safety Realignment efforts. Funding is to be used by frontline law enforcement to implement re-entry programs and/or address crime impacts to communities affected by Realignment.

The Police Department currently utilizes two GPS tracking devices purchased in December 2020 through LiveView GPS that can track suspect movements by utilizing GPS technology. These devices can be attached inconspicuously to suspect vehicles utilizing specially designed magnetic protective cases.

The devices have many capabilities, including alerting when the device moves outside a specified area, and when and for how long the device remains at a location. This is especially useful when conducting court-ordered surveillance and developing leads when work, family, friends, and other connected locations are unknown. The Department has utilized these devices successfully on numerous occasions, and they continue to be a valuable tool for investigations.

**FISCAL IMPACT:** If authorized by the City Council, funding to cover the annual usage fee for the Department's two LiveView GPS tracking units would result in an appropriation from the Proposition 30/AB 109 Fund (1141) in the amount of \$985.

**RECOMMENDATION:** Staff recommends that the City Council authorize a \$985 appropriation from the Proposition 30/AB 109 Fund for the annual usage fee for the Police Department's two LiveView GPS tracking units.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 7, 2021	<b>FILE I.D.:</b>	HSV030
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 21-26 WITH APPLEONE EMPLOYMENT SERVICES TO PROVIDE STAFFING SERVICES FOR THE MONTCLAIR AFTER-SCHOOL PROGRAM		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 21-26 with AppleOne Employment Services to provide staffing services for the Montclair After-School Program (MAP).

A copy of proposed Agreement No. 21-26 is attached for City Council review and consideration.

**BACKGROUND:** Since 1999, the Human Services Department has delivered after-school programs; MAP currently serves eleven school sites. The goal of MAP is to promote after-school enrichment to enhance children's educational and learning capabilities. Funding for this program comes from the After-School Education and Safety (ASES) grants made available to local education authorities, such as Ontario-Montclair School District (OMSD), to provide communities with enhanced community-based school services in an effort to strengthen healthy child development.

It has become increasingly difficult to hire staff for MAP throughout the years, with this year proving to be the most challenging. The City's current hiring process does not allow for the type of rapid hiring needed to fully staff the program. In 2019, the City Council approved Agreement No. 19-24 with AppleOne Employment Services to help rapidly boost the number of successful applicants. This partnership during the 2019-2020 school year proved to be successful; however, Agreement No. 19-24, expired March 2020. The agreement was not renewed at that time due to the COVID-19 pandemic.

The Human Services Department would like to continue to partner with AppleOne Employment services to recruit staff for MAP. If approved, AppleOne will recruit MAP staff as needed and the City will only be required to pay for the number of recruitments that result in successful hires.

**FISCAL IMPACT:** If approved, this agreement would be funded with the existing Human Services Department MAP grant budget. The total amount of funding needed is dependent on the number of staff hired. There will be no adverse impact to the City's General Fund associated with the City Council's approval of Agreement No. 21-26. The term of the agreement is from May 10, 2021 through May 10, 2022.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 21-26 with AppleOne Employment Services to provide staffing services for the Montclair After-School Program.



May 10, 2021

City of Montclair  
5111 Benito Street  
Montclair, CA 91763

The Act1 Group of Companies DBA AppleOne Employment Services, appreciates the opportunity to lock in our rates with CITY OF MONTCLAIR. This letter will serve as written confirmation of rates being offered to CITY OF MONTCLAIR through our Temporary and Full Time/Direct Hire division. These reduced rates will be available to CITY OF MONTCLAIR until May 10, 2022.

TALENT ACQUISITION PROGRAM RATES:

FLAT FEE: \$2250.00 WITH 45 DAY FREE REPLACEMENT:

This pricing is exclusively for After School Department

45 Calendar Days – Free Replacement or Full Refund:

Upon termination or resignation of the original candidate within the first 45 calendar days of employment, AppleOne will provide either a one-time free replacement for the same position or a full refund of the Direct Hire Fee paid for the original candidate.

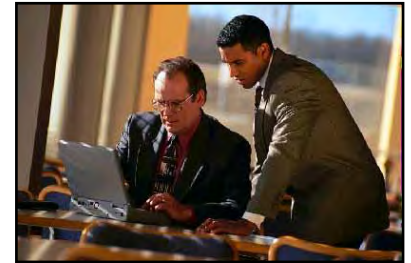
\*Payment due upon receipt of invoice

Direct Hire Replacement Guarantees will be satisfied when AppleOne presents up to a maximum of five (5) replacement candidates to Client who AppleOne has determined meet the original job specifications of the original position. Once AppleOne has made those five (5) presentations, its obligations under the guarantee are met, whether the company/employer chooses to hire one of the candidates presented or not.

Direct Hire Guarantees are not available in the event of employee termination or resignation due to a relocation of place of employment, a significant change in compensation or other benefits of employment, unlawful conduct of the employer, harassment of the employee, or other conditions or events not in keeping with a professional and reasonable working environment.

DEDICATED HIRING ADVISOR

Chrissy Johnson, an experienced staffing professional from our AppleOne-Upland office has been selected to manage the partnership with CITY OF MONTCLAIR and will be responsible for establishing consistent guidelines, maintaining effective communication, and providing comprehensive usage reporting capabilities.



Chrissy Johnson will tour your facility to fully comprehend the culture and environment at CITY OF MONTCLAIR, thus, enabling our office to recruit, screen, evaluate, and qualify candidates who possess the tangible and intangible skills required to be productive at your company. AppleOne will be available to CITY OF MONTCLAIR 24 hours a day, seven days a week by calling either the branch during our normal business hours of 7:30 AM to 5:30 PM Monday through Friday, or the emergency line. By signing below, you are authorizing agreement to our Direct Hire, Temporary, Temp to Hire Conversion Schedule, as well as our Holiday Pay terms.

Our commitment to find, understand and fulfill the needs of another has allowed AppleOne to effectively place temporary associates for over fifty years, creating a successful partnership between both our client companies and our temporary associates. We look forward to continuing to develop our partnership with you and CITY OF MONTCLAIR. If you have any questions or if I can be of immediate assistance please do not hesitate to call.

Sincerely,

\_\_\_\_\_  
Chrissy Johnson  
Executive Account Manager

\_\_\_\_\_  
Cole Beebe  
Area Manager

\_\_\_\_\_  
JAVIER JOHN DUTREY  
MAYOR  
CITY OF MONTCLAIR

\_\_\_\_\_  
DATE



# CITY COUNCIL AGENDA REPORT

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**DATE:** JUNE 7, 2021 **FILE I.D.:** FRD220/EQS215  
**SECTION:** CONSENT - AGREEMENTS **DEPT.:** FIRE  
**ITEM NO.:** 2 **PREPARER:** D. POHL  
**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 21-30 WITH THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AUTHORIZING THE RECEIPT OF \$14,576.57 FROM THE FY2019 STATE HOMELAND SECURITY GRANT PROGRAM

CONSIDER AUTHORIZING A \$14,576.57 APPROPRIATION FROM THE PUBLIC SAFETY GRANT FUND TO PURCHASE ONE HURST E-DRAULIC CUTTER TOOL, SPREADER STABILITY PLATE KIT, AND CHAIN SET WITH LOCK/HOOK FROM L.N. CURTIS

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 21-30 with the San Bernardino County Fire Protection District (SBCFPD) authorizing the receipt of \$14,576.57 from the FY2019 State Homeland Security Grant Program (HSGP) and to authorize a \$14,576.57 appropriation from the Public Safety Grant Capital Outlay Machinery and Tools account to purchase one Hurst E-Draulic cutter tool, spreader stability plate kit, and chain set with lock/hook from L.N. Curtis.

Copies of Agreement No. 21-30 consisting of the Subrecipient Assurances with SBCFPD for the 2019 HSGP Award and quote for the equipment purchase from L.N. Curtis are attached for the City Council’s review and consideration.

**BACKGROUND:** The FY2019 HSGP is responsible for distributing non-matching grant funds to local responders to provide financial assistance for the purpose of purchasing equipment and supplies to improve emergency response capabilities. All eligible applicants are required to purchase equipment or supplies in advance and are entitled to 100 percent reimbursement through the grant program. The distribution of grant funds is coordinated by each Operational Area (OA). The coordinating agency for the City of Montclair is the San Bernardino County Fire Protection District.

Through the FY2019 HSGP, the Fire Department has been authorized to receive \$14,576.57 in non-matching grant funds to purchase one Hurst E-Draulic cutter tool, spreader stability plate kit and chain set with lock/hook. HSGP funds are distributed to fire jurisdictions within San Bernardino County. Each jurisdiction is allocated a \$10,000 base, with the remainder of the grant distributed on a per-capita basis to each eligible jurisdiction. The total grant allocation for San Bernardino County for FY2019 is approximately \$558,166; the Montclair Fire Department’s allocation is \$14,612.

The Fire Department is currently using Holmatro rescue tools on Medic Engine 152 that are non-serviceable due to their age. Hurst E-Draulic tools were purchased for the Department’s new ladder truck. Two E-Draulic rescue tools were purchased through the FY2017 HSGP, and with this purchase, both front-line apparatus would have the same equipment. These tools can be utilized for vehicle collisions, building collapse, and forcible entry into a building. They are battery supplied, which would allow personnel to respond faster and more efficiently to incidents.

Staff received a quote of \$14,576.57 from L.N. Curtis, who is now the sole source distributor for the Hurst line of tools, for a Hurst E-Draulic cutter tool, a spreader stability plate kit, and a chain set with lock/hook.

**FISCAL IMPACT:** If approved by the City Council, the purchase of Hurst E-Draulic rescue tools would result in a \$14,576.57 appropriation from the Public Safety Grant Fund (1163). The City would receive full reimbursement from the FY2019 HSGP.

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

1. Approve Agreement No. 21-30 with the San Bernardino County Fire Protection District authorizing the receipt of \$14,576.57 from the FY2019 State Homeland Security Grant Program.
2. Authorize a \$14,576.57 appropriation from the Public Safety Grant Fund to purchase one Hurst E-Draulic cutter tool, spreader stability plate kit, and chain set with lock/hook from L.N. Curtis.



**County of San Bernardino  
FY2019 Homeland Security Grant Program  
CFDA 97.067**

**Subrecipient Assurances  
Grant No. 2019-0035**

Name of Applicant: City of Montclair Fire Department (hereafter "Applicant" or "Subrecipient")  
Address: 5111 Benito Street  
City: Montclair State: CA Zip Code: 91763  
Telephone Number: 909-447-3557 Fax Number: 909-621-5261  
E-Mail Address: dpohl@cityofmontclair.org

\*\*\*The Applicant becomes the Subrecipient after obtaining award authorization and approval of these assurances by both Applicant and the County of San Bernardino (hereafter "County")\*\*\*

**As the duly authorized representative of the Applicant, I hereby certify** that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

**Applicant further acknowledges that it is responsible for reviewing and adhering to all requirements within the:**

- a) Applicable Federal Regulations (see below);
- b) Federal Program Notice of Funding Opportunity (NOFO);
- c) Federal Preparedness Grants Manual;
- d) California Supplement to the NOFO; and
- e) Federal and State Grant Program Guidelines
- f) Subrecipient Application Workbook

**Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:**

**1. Proof of Authority**

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. The written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- a) To provide all matching funds required (if applicable) for the grant project and that any cash match will be appropriated as required;
- b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- d) The official executing this agreement is, in fact, authorized to do so.



This Proof of Authority must be maintained on file and readily available upon request.

## 2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the performance specified in the grant.

## 3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Application certifies that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

## 4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.



Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L. 88-352 and 42 U.S.C. §2000d et. Seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in any federally funded educational program or activity;
- c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those disabilities or access and functional needs;
- d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs; (42 U.S.C. §§12101-12213);
- e) Age Discrimination Act of 1975, (42 U.S.C §§6101-6107), which prohibits discrimination on the basis of age;
- f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-2); relating to confidentiality of patient records regarding substance abuse treatment;
- g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R Part 19;
- l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945,



12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

## 6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

## 7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- b) CEQA Guidelines (California Code of Regulation, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- g) Executive Order 11514 which sets forth the national environmental standards;
- h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- j) The Endangered Species Act of 1973, (P.L. 93-205);
- k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- l) Conformity of Federal actions to State (Clear Air) Implementation Plans under Sections 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- m) Wild and Scenic Rivers Act of 1968 (16 U.S.C § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

## 8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

## 9. Access to Records



In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### 10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

#### 11. Financial Management

False Claims for Payment – The Applicant will comply with the requirements of 31 U.S.C. §§ 3729-3733 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement, or advance.

#### 12. Reporting and Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. part 170 Reporting Subaward and Executive Compensation Information.

#### 13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

#### 14. Human Trafficking

The Applicant will comply with the requirement of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

#### 15. Labor Standards

The Applicant will comply with the following federal labor standards:

- a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

#### 16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

#### 17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;



- b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C §469a-1 et seq.); and
- d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

**18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the Applicant will:

- a) Not dispose of, modify the use of, or change the terms of the real property title of other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

**19. Use of Cellular Device While Driving is Prohibited**

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communication device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

**20. California Public Records Act and Freedom of Information Act**

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC  
ASSURANCES / CERTIFICATIONS**

**21. Reporting Accusations and Findings of Discrimination**

If during the past three years the subrecipient has been accused of discrimination on any basis the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [CRCL@hq.dhs.gov](mailto:CRCL@hq.dhs.gov) or by mail at the U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190 Washington, D.C. 20528.



In the event any court or administrative agency makes a finding of discrimination on the grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the subrecipient, or the subrecipients settle a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by email or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

## **22. Acknowledgment of Federal Funding from DHS**

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

## **23. Activities Conducted Abroad**

All subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

## **24. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All subrecipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

## **25. Copyright**

All subrecipients must affix the applicable copyright notices of 17 U.S.C §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

## **26. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

## **27. Energy Policy and Conservation Act**

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **28. Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefits overpayments. See OMB Circular A-129.

## **29. Fly America Act of 1974**

All subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B-138942.

## **30. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies



with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

**31. Non-supplanting Requirement**

All subrecipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**32. Patents and Intellectual Property Rights**

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14

**33. SAFECOM**

All subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**34. Terrorist Financing**

All subrecipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

**35. Reporting of Matters Related to Recipient Integrity Performance**

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the subrecipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**36. USA Patriot Act 2001**

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

**37. Use of DHS Seal, Logo and Flags**

All subrecipients must obtain DHS permission, from the DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**IMPORTANT**

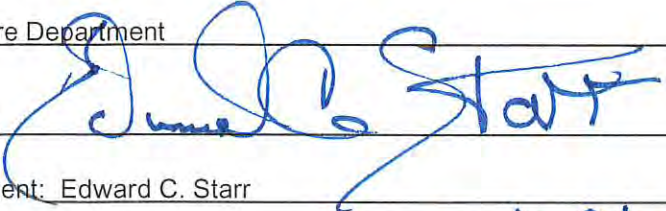
The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both, and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has

occurred: (1) the subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of language contained within this document must be included in the award documents for all subawards at all tiers. All subrecipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The Undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the said Applicant.

Applicant: City of Montclair Fire Department  
Signature of Authorized Agent:   
Printed Name of Authorized Agent: Edward C. Starr  
Title: City Manager Date: 5/20/20

The Undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the County. The undersigned is the appropriate contact for all notices and documents to be provided under this agreement.

County of San Bernardino


Signature of Authorized Agent: \_\_\_\_\_  
Printed Name of Authorized Agent: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_



**SAN BERNARDINO COUNTY OPERATIONAL AREA  
FY2019 HOMELAND SECURITY GRANT PROGRAM**

**APPLICATION WORKBOOK CERTIFICATION**

I, Robert Avels as the Authorized Agent  
for the City of Montclair JURISDICTION, certify  
that our jurisdiction has read and acknowledges the Homeland Security Grant Program (HSGP)  
guidelines specified in the document hereof.



Authorized Agent Signature

5-20-20

Date

Robert Avels, Chief of Police  
Print Name



Project Manager Signature

5/30/2020

Date

David Pohl, Battalion Chief  
Print Name





May 21, 2020

SBCo. Fire, Grants Unit  
Attn: Tina Sutera  
157 W. 5<sup>th</sup> Street, Fl. 2  
San Bernardino, CA 92415

**SUBJECT: FY2019 HOMELAND SECURITY GRANT PROGRAM**

Please find attached the FY2019 Homeland Security Grant Program (HSGP) package and the following documentation for your review.

**Required Documentation:**

- Signed Subrecipient Agreement (in blue ink, initialed at bottom of each page)
- Certification Letter
- Proof of SAM Registration (proof of registration can be fulfilled by providing a screen shot of website registration confirmation or email)

**Certification Box:**

I certify that the necessary documentation for my project is attached to this package.

Print Name:	Robert Avels
Print Title:	Chief of Police
Signature:	
Phone No.:	(909) 448-3602
E-mail Address:	ravel@cityofmontclair.org
Fax No.:	(909) 626-4892

**CITY OF MONTCLAIR**

4870 Arrow Highway, P.O. Box 2308, Montclair, CA 91763 (909) 448-3600 FAX (909) 621-4413



June 10, 2020

San Bernardino County Fire Protection District  
 Grants Unit  
 Attn: Tina Sutera  
 157 W. 5th Street, Floor 2  
 San Bernardino, CA 92415

Subject: City of Montclair Certification Letter  
 Regarding Federal Award FY2019 Homeland Security Grant Program

1) Name of Entity receiving the Award: City of Montclair

2) Amount of Award	3) Funding Agency	4) Federal CFDA Number	5) Award Title
123,540.00	U.S. Department of Health and Human Services	93.045/93.053	Special Programs for the Aging Title III, Part C Nutrition Services, and NSIP
14,454.00	U.S. Department of Health and Human Services	93.044	Special Programs for the Aging Title III, Part B for Supportive Services and Senior Centers
25,043.00	U.S. Department of Housing/ Urban Development	14.218	CDBG – Graffiti Eradication Program
11,000.00	U.S. Department of Housing/ Urban Development	14.218	CDBG – Senior Transportation Services
47,681.00	U.S. Department of Housing/ Urban Development	14.218	CDBG – Code Enforcement
6,121.00	U.S. Department of Housing/ Urban Development	14.218	CDBG – Reeder House
10,962.00	U.S. Department of Homeland Security	97.067	Homeland Security Grant FY 2016
18,565.69	US Department of Transportation (NHTSA)	20.600	Selective Traffic Enforcement Program (STEP)
27,633.20	United States Department of Justice (DOJ)	16.922	Department of Justice Asset Forfeiture Program

CITY OF MONTCLAIR

5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

City of Montclair–Federal Awards

June 10, 2020

Page 2

- 6) Location of the entity and primary location of performance including city, state, and Congressional District:

Montclair, California  
California State Assembly District 52  
California State Senate District 20  
U.S. Congressional District 35

- 7) Dun & Bradstreet (D & B) DUNS Number of the entity and its parent if applicable:

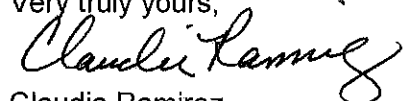
084976919

- 8) Total compensation and names of top five executives, unless the subrecipient is exempt from this requirement as provided in Section (d) of this paragraph.

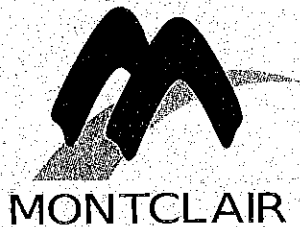
Not applicable

If you have any questions, just give Fire Battalion Chief David Pohl, Montclair Fire Department, a call at (909) 447-3557.


Very truly yours,



Claudia Ramirez  
Junior Accountant



I, Andrea M. Phillips, City Clerk of the City of Montclair, DO HEREBY CERTIFY the attached correspondence dated June 10, 2020, and addressed to San Bernardino County Fire Protection District Grants Unit, Attn: Tina Sutera, 157 W. 5<sup>th</sup> Street, Floor 2, San Bernardino, CA 92415, is the true and correct original correspondence to the same, and that a copy of the correspondence is on file in the Finance Department of the City of Montclair.

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

Dated: June 10, 2020



**COUNTY OF SAN BERNARDINO  
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

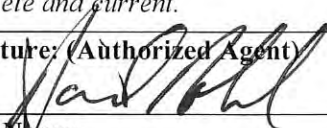
<b>Subrecipient:</b> Montclair Fire Department	<b>DUNS #:</b> 084976919	<b>FIPS #:</b>
<b>Grant Disaster/Program Title:</b> Homeland Security Grant Program		
<b>Performance Period:</b> 9/1/19 to 3/31/2022	<b>Subaward Amount Requested:</b> \$ 15,366	
<b>Type of Non-Federal Entity (Check Box)</b>	<input type="checkbox"/> State Gov. <input checked="" type="checkbox"/> Local Gov. <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization’s experience in the management of grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	3-5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receive?	\$ 31,554
5. Are individual staff members assigned to work on multiple grants?	No
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	No
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan on how you charge costs to grants?	No
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

<b>Certification:</b> <i>This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.</i>	
<b>Signature:</b> (Authorized Agent) 	<b>Date:</b> May 24, 2020
<b>Print Name:</b> David Pohl	<b>Print Title:</b> Battalion Chief

**SAM Search Results**  
**List of records matching your search for :**


**Search Term : city of montclair\***  
**Record Status: Active**

<b>ENTITY</b> Montclair, City Of	Status: Active
DUNS: 084976919 +4:	CAGE Code: 531U7 DoDAAC:
Expiration Date: 02/10/2021	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 5111 Benito St	State/Province: CALIFORNIA
City: Montclair	Country: UNITED STATES
ZIP Code: 91763-2808	

# NCSR Questionnaire

Questionnaire ID      Year  
530428                  2019

Organization  
California - City of Montclair Police  
Department

Progress Status  
 100%





## Certification Regarding Lobbying

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### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



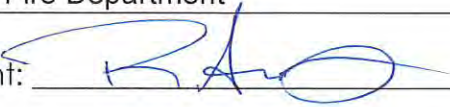


## Certification Regarding Lobbying

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The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: City of Montclair Fire Department

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Robert Avels

Title: Chief of Police Date: 5-20-20



December 16, 2019

California State Controller's Office  
P.O. Box 942580  
Sacramento, CA 94250-5874

Gentlemen:

Effective for fiscal years beginning after December 25, 2014, **2 CFR 200.501** requires non-Federal entities that expend \$750,000 or more in Federal awards in a fiscal year to have a single or program-specific audit conducted for that fiscal year. Since the fiscal year 2018-2019 City of Montclair's total expenditures applicable to federal programs is less than the \$750,000 threshold, a Federal Single Audit of its programs is not required and one will not be performed.

This acknowledgment that the City of Montclair is not required to have a Federal Single Audit of its programs performed for fiscal year 2018-2019 is being transmitted to the State Controller's via email at [singleaudits@sco.ca.gov](mailto:singleaudits@sco.ca.gov) and to other entities that have previously received these audit reports.

If you should have any questions concerning the above please do not hesitate to contact Ms. Janet Kulbeck (909) 625-9411 or by email at [jkulbeck@cityofmontclair.org](mailto:jkulbeck@cityofmontclair.org).

Very truly yours,

DONALD L. PARKER, CPA  
FINANCE DIRECTOR

Ph: 323-780-0254  
 TF: 866-557-0254  
 Fax: 714-522-5001  
[lasales@Incurtis.com](mailto:lasales@Incurtis.com)  
 DUNS#: 00-922-4163



Pacific South Division  
 16821 Knott Avenue  
 La Mirada, CA 90638  
[www.LNCurtis.com](http://www.LNCurtis.com)  
 Quotation No. 161874

# Quotation

**CUSTOMER:**  
 Montclair City Fire Department  
 8901 Monte Vista Avenue  
 Montclair CA 91763

**SHIP TO:**  
 C33090 Montclair City Fire  
 Department  
 8901 Monte Vista Avenue  
 Montclair CA 91763

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
161874	04/01/2021	06/30/2021

SALESPERSON	CUSTOMER SERVICE REP
Ed Shabro <a href="mailto:eshabro@Incurtis.com">eshabro@Incurtis.com</a> 760-250-1180	Ed Shabro <a href="mailto:eshabro@Incurtis.com">eshabro@Incurtis.com</a> 760-250-1180

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	David Pohl	C33090	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Standard Shipping	

### NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.  
 Transportation is included in below pricing.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	81-67-20 HURST	KSV11 chain set with clevis lock and hook, consists of: 2 - 6ft chains with hook 2 - Shackle with bolt	\$839.00	\$839.00
2	1	EA	272299000-9 HURST	S 799 ewxt cutter eDraulic watertight extrication tool package, Including: 1 - S 799 ewxt cutter 2 - 9ah batteries 1 - 110V charger	\$11,599.00	\$11,599.00
3	1	EA	101C085 HURST	Spreader stability plate kit * for sp333, sp333e2, sp555, sp555e2, sp777, sp777e2 spreaders only	\$935.00	\$935.00

Small Business  
 CAGE Code: 5E720  
 DUNS Number: 009224163  
 SIC Code: 5099  
 Federal Tax ID: 94-1214350

This pricing remains firm until 06/30/2021. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability.

Ph: 323-780-0254  
TF: 866-557-0254  
Fax: 714-522-5001  
[lasales@lncurtis.com](mailto:lasales@lncurtis.com)  
DUNS#: 00-922-4163



Pacific South Division  
16821 Knott Avenue  
La Mirada, CA 90638  
[www.LNCurtis.com](http://www.LNCurtis.com)  
Quotation No. 161874

<b>Subtotal</b>	\$13,373.00
<b>Tax Total</b>	\$1,203.57
<b>Transportation</b>	\$0.00
<b>Total</b>	<b>\$14,576.57</b>

[View Terms of Sale and Return Policy](#)



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 7, 2021	<b>FILE I.D.:</b>	HSV044
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 21-31 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT FOR UTILIZATION OF THE FAMILY RESOURCE CENTER FOR CASE MANAGEMENT SERVICES AND TO SUPPORT OPERATING COSTS OF THE FACILITY		

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 21-31 with the Ontario-Montclair School District (OMSD) for utilization of the Family Resource Center (FRC) for case management services and to support operating costs of the facility.

A copy of proposed Agreement No. 21-31 with OMSD is attached for the City Council's review and consideration.

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

Continuing the MCC partnership, OMSD has used the FRC located at 9916 Central Avenue since 2011 to provide case management services, parenting classes, and counseling for students and their families. Proposed Agreement No. 21-31 would continue OMSD's use of the FRC and assist in paying for operation costs including utilities, maintenance, and cleaning.

**FISCAL IMPACT:** Should the City Council approve Agreement No. 21-31, OMSD will provide the City with \$28,500 for operating costs including utilities, maintenance, and cleaning at the Family Resource Center from July 1, 2021 through June 30, 2022.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 21-31 with OMSD for utilization of the Family Resource Center for case management services and to support operating costs of the facility.



## AGREEMENT FOR SERVICES

ONTARIO-MONTCLAIR SCHOOL DISTRICT

950 WEST "D" STREET • ONTARIO, CALIFORNIA 91762 • (909) 459-2500

**THIS AGREEMENT** is made and entered into this 1st day of July 2021 by and between the **Ontario-Montclair School District**, hereinafter referred to as the "**DISTRICT**," and **City of Montclair**, hereinafter referred to as the "**CONSULTANT**."

### 1. SERVICES TO BE PERFORMED BY CONSULTANT

- a) **CONSULTANT** agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated to by **DISTRICT** (provide attachment if necessary):

**Services to be provided as stated on Appendix A in support of delivery of mental health services.**

- b) **CONSULTANT** may, at **CONSULTANT**'s own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **DISTRICT** will not train, control, direct, or supervise **CONSULTANT**'s assistants or employees in the performance of those services.
- c) **CONSULTANT** is, and shall at all times be deemed to be, an independent contractor and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **DISTRICT** and **CONSULTANT** or any of **CONSULTANT**'s agents or employees. **CONSULTANT** assumes exclusive responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. **CONSULTANT**, its agents and employees, shall not be entitled to any rights and/or privileges of **DISTRICT**'s employees and shall not be considered in any manner to be **DISTRICT**'s employees.
- d) If **CONSULTANT** is a regular employee of a public entity, all services which **CONSULTANT** renders under this Agreement will be performed at times other than **CONSULTANT**'s regular assigned work day for said entity or during periods of vacation or leave of absence from said entity, using **CONSULTANT**'s own resources.

### 2. COMPENSATION

- a) Compensation for Services

Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **CONSULTANT** for services rendered under this Agreement as follows:

\$28,500.00 for the duration of this agreement.

#### Travel Expenses

**DISTRICT** will pay no additional amount for travel or other expenses of **CONSULTANT** under this Agreement unless specified below. Should travel or other expenses be specified below, **CONSULTANT** shall be entitled to the lesser amount of

1. The not to exceed amount stated, or
2. The actual amount expended. Supporting documentation for the authorized travel or other expenses shall be attached to this Agreement.

NONE



**Summary of Compensation**

**Services: \$28,500.00**

**Travel Expense: NONE**

**Total contract amount not to exceed (services + travel) \$28,500.00**

- b) If this Agreement is with an individual consultant, **CONSULTANT** shall notify the **DISTRICT** whether or not **CONSULTANT** is a retired member of the California State Teacher's Retirement System (STRS) or the California Public Employees Retirement System (PERS).
- c) **DISTRICT** will not withhold any federal or state income tax for payment made pursuant to this Agreement but, if applicable, will provide **CONSULTANT** with a statement of earnings at the end of each calendar year. **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.
- d) Unless specified below, payment for services and travel shall be made by **DISTRICT** to **CONSULTANT** after services/travel has been completed and consultant submits documentation for payment (e.g. consultant invoice).

**3. TERM OF AGREEMENT**

The term of this Agreement is from July 1, 2021 through June 30, 2022, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. **DISTRICT** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **DISTRICT** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **DISTRICT** and **CONSULTANT** shall agree in writing.

**4. OBLIGATIONS OF CONSULTANT**

- a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in the "Services to be Performed by Consultant" to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT**'s sole discretion, sees fit.
- b) **CONSULTANT** will provide all space, materials, tools, and instrumentalities required to perform the services under this Agreement at **CONSULTANT**'s expense, and shall not be entitled to reimbursement. **CONSULTANT** shall not be entitled to any benefits the **DISTRICT** may make available to its employees, including, but not limited to, office or business equipment, office space, supplies, group health, life insurance, vacation or retirement benefits.
- c) At all times during the term of this Agreement, **CONSULTANT** agrees to provide workers' compensation insurance for **CONSULTANT**'s employees and agents as required by law. The policy shall include Employers' Liability including Occupational Disease with limits not less than \$1,000,000 per person per accident.
- d) **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- e) **CONSULTANT** shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have any contact with the **DISTRICT**'s pupils if **CONSULTANT** provides any of the following services: school and classroom janitorial; school site administrative; school site grounds and landscape maintenance; pupil transportation; school site food-related; tutoring, mentoring services. If at any time during the term of this Agreement **CONSULTANT** is either notified by the Department of Justice or otherwise becomes aware that any employee of **CONSULTANT** performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, **CONSULTANT** agrees immediately to notify the **DISTRICT** and remove said employee from performing services on this Agreement. **CONSULTANT** shall

certify in writing to the **DISTRICT** that neither the **CONSULTANT** nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Education Code section 45122.1

- f) **CONSULTANT** shall indemnify, pay for the defense of, and hold harmless **DISTRICT** and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of **CONSULTANT**'s negligent or willful acts and/or omissions in rendering any services hereunder, including but not limited to the negligent or willful acts and/or omissions of **CONSULTANT**'s employees and agents. **CONSULTANT** shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning **CONSULTANT** or any employee/agent of **CONSULTANT** and shall further indemnify, pay for the defense of, and hold harmless **DISTRICT** of and from any such payment or liability arising out of or in any manner connected with **CONSULTANT**'s performance under this Agreement.
- g) During the entire term of this Agreement, **CONSULTANT** shall procure, pay for and keep in full force and effect the following types of insurance:
  - 1. Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, **CONSULTANT** under this Agreement. All insurance policies shall state the name of the insurance carrier and name **DISTRICT** as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence.
  - 2. The policies of insurance described in Paragraph (g) 1. above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage required in Paragraph (g) 1. above are attached hereto. **CONSULTANT** agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph (g) 1. above without first giving the **DISTRICT**'s Chief Business Official, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, **CONSULTANT** agrees to immediately provide **DISTRICT** true and correct copies of all new or revised certificates of insurance.
- h) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **CONSULTANT** without the prior written consent of **DISTRICT**.

## **5. OBLIGATIONS OF DISTRICT**

- a) **DISTRICT** agrees to comply with all reasonable requests by **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of **CONSULTANT**'s duties under this Agreement.
- b) **DISTRICT** shall defend, indemnify and hold **CONSULTANT** and its Council Members, officers, employees, agents, and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims from injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **DISTRICT**, its officer, employees, agent, or staff.

## 6. TERMINATION OF AGREEMENT

- a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.
- b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, **DISTRICT** may terminate this Agreement by giving written notification to **CONSULTANT**.
- c) If at any time during the performance of this Agreement **DISTRICT** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **DISTRICT** shall have the right to terminate the performance of **CONSULTANT's** services hereunder by giving written notification to **CONSULTANT** of its intention to terminate.
- d) In the event that **DISTRICT** terminates this Agreement under paragraph (b) or (c) of this Section, **CONSULTANT** shall only be paid for those services rendered to the date of termination. All cash deposits made by **DISTRICT** to **CONSULTANT**, if any, shall be refundable to **DISTRICT** in full upon termination of this Agreement unless specified to the contrary below.

N/A

## 7. GENERAL PROVISIONS

- a) Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for **DISTRICT** and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.
- b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except **DISTRICT** may unilaterally amend the Agreement to accomplish the changes listed below:
  - 1. Increase dollar amounts;
  - 2. Administrative changes; and
  - 3. Changes as required by law.
- c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- d) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

- e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of **DISTRICT**, **CONSULTANT**, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of the **DISTRICT** or as a part of any audit of **DISTRICT**, for a period of three (3) years after final payment is made under this Agreement. **CONSULTANT** shall preserve and cause to be preserved such books, records and files for the audit period.
- f) **CONSULTANT** warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind it hereto. This Agreement shall not become binding upon the **DISTRICT** until it has been duly approved or ratified by the Board of Trustees.

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

"DISTRICT"

"CONSULTANT"

By: \_\_\_\_\_  
 Signature  
 Phil Hillman  
 Printed Name  
 Chief Business Official  
 Title  
 950 W D Street  
 Address  
 Ontario, CA 91762  
 City, State, Zip  
 (909) 459-2500  
 Telephone Number

By: \_\_\_\_\_  
 Signature  
 Javier John Dutrey  
 Printed Name  
 Mayor  
 Title  
 5111 Benito Street  
 Address  
 Montclair, CA 91763  
 City, State, Zip  
 (909) 625-8571  
 Telephone Number

ATTEST:

\_\_\_\_\_  
 Signature  
 Andrea M. Myrick, City Clerk  
 Title

\_\_\_\_\_  
 Date of Board of Trustees Approval

\_\_\_\_\_  
 Date

## **Certification of Compliance with California Education Code Section 45125.1**

I hereby certify that all employees and representatives of **CITY OF MONTCLAIR** (“CONSULTANT”) who may come in contact with pupils and are required by California Education Code Section 45125.1 to submit or have their fingerprints submitted to the Department of Justice have now done so, that I have received and reviewed the report and that none of the foregoing have been convicted of a felony as defined in California Education Code Section 45122.1. The Ontario-Montclair School District is entitled to rely upon this representation. **CONSULTANT** hereby agrees to indemnify Ontario-Montclair School District for any and all claims, damages, suits and liability that arise out of, relate to or is associated with a failure of **CONSULTANT** to comply with California Education Code Section 45125.1 or with a failure to exercise reasonable care with respect to proper selection and/or supervision of **CONSULTANT**'s employees who may come in contact with pupils.

**“CONSULTANT”**

\_\_\_\_\_  
Signature

Javier John Dutrey  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mayor  
Title

5111 Benito Street  
\_\_\_\_\_  
Address

Montclair, CA 91763  
\_\_\_\_\_  
City, State, Zip

(909) 625-8571  
\_\_\_\_\_  
Telephone Number

ATTEST:

\_\_\_\_\_  
Signature

Andrea M. Myrick, City Clerk  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**END OF AGREEMENT FOR CONSULTANT SERVICES**



## Appendix A

### Ontario-Montclair Family Resource Center Network City of Montclair Human Services Division and the Ontario-Montclair School District

The County of San Bernardino Department of Behavioral Health's Family Resource Center Program is part of the Prevention and Early Intervention component of the Mental Health Services Act. The Ontario-Montclair School District is serving as the lead fiscal agency for the Family Resource Center (FRC) program whose goal is to improve the overall mental health of families, youth, and adults by reducing stigma and providing community access to behavioral health prevention and early intervention services at the neighborhood level. This effort will be designated as the Ontario-Montclair Family Resource Center Network.

**I. Purpose:** The intent of this appendix is to 1) Document the existing partnership between City of Montclair Human Services Division (City) and the Ontario-Montclair School District (OMSD); 2) Establish the terms and conditions under which the City will provide leadership and oversight for the Ontario-Montclair FRC Network; 3) Demonstrate City's commitment to the project.

The City and OMSD were co-founders of the Montclair Community Collaborative in 1996 and since that time the City has been a core partner with OMSD on many projects. Improving the mental health outcomes for City residents in need would greatly contribute to the health of the community and mission and collaborative. City of Montclair children, youth, families, and older adults would greatly benefit from prevention efforts and accessible nearby mental health services since there are no public or nonprofit mental health agencies located in the community.

The City has facilitated the community-health education program, Por La Vida, since 1997. Por La Vida now has an extensive network of Latinas in the community who disseminate health information at the grassroots level by teaching classes and who serve as leaders who network with neighbors and other community members.

The City offers a full range of services from early childhood education to senior services and offers evening and Saturday hours for many services. In addition to traditional recreation programs, the City has operated a free and low-cost medical clinic for children and adults without access to health care for over 30 years. Many of the clinic clients are working poor who do not qualify for government coverage.

The City serves over 100 seniors a day through its lunch meal program at the City's Senior Center. Older adults also participate in social activity groups, arts and crafts, health fairs, and other support services at the Center.

The City operates after school programs at all elementary and middle school and summer recreation programs. Many of the City's recreation participants are in the Transitional Age Youth range (between the ages of 16-25 years old), and would benefit from the proposed Family Resource Center.

The City is fully committed to being a partner in OMSD's ongoing operation of its FRCs as "on-stop" centers and regional network of partners to reduce stigma and help increase access to mental health supports for trauma exposed individuals, individuals experiencing onset of serious psychiatric illness, children and transitional age youth (TAY) in stressed families, children and TAY at risk of school failure, and children and TAY at risk of or experiencing involvement with the juvenile justice system.

- II. Responsibilities:** The City will make client referrals to community counseling services and other FRC resources for residents needing supports in a community setting. The City will:
- Disseminate mental wellness and stigma reduction information through Por La Vida Promotoras (Leaders) and promote FRC partner community mental health workshops to residents.
  - Make referrals to FRC services through the City Medical Clinic and have staff and volunteers participate in stigma reduction and cultural competency related mental health trainings.
  - Make referrals to FRC services for seniors at the Montclair Senior Center.
  - Disseminate mental wellness and stigma reduction information at the youth Activity center, make referrals to FRC services for youth through the Center, and support the FRC community/service learning projects.
  - Provide the City's Central Avenue facility as a Family Resource Center for mental health resource services, case management, community counseling, parent education, and community mental health workshops.
  - Through a subcontract of \$9,000 per year the City of Montclair will provide access to the City owned FRC on Central Avenue. It is understood that any subcontracting agency will be approved by the County of San Bernardino Department of Behavioral Health (DBH), and shall be subject to all applicable provisions of the contract between OMSD and DBH, and that OMSD will be fully responsible for any performance of this subcontracting agency.

**City of Montclair**

Subcontractor Budget FY 2021-2022

San Bernardino Department of Behavioral Health

Prevention and Early Intervention Family Resource Center

<b>CATEGORY</b>	<b>Expenses</b>
Janitorial/Custodial Services	\$ <b>19,500.00</b>
Utilities/Internet/Security	\$ <b>9,000.00</b>
<b>Total Operating Expenses</b>	\$ <b>28,500.00</b>



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 7, 2021	<b>FILE I.D.:</b>	HSV043
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 21-32 WITH SERVICEMASTER 360 PREMIER CLEANING TO PROVIDE CUSTODIAL SERVICES AT THE FAMILY RESOURCE CENTER		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 21-32 with ServiceMaster 360 Premier Cleaning to provide custodial services for the Family Resource Center (FRC).

A copy of proposed Agreement No. 21-32 is attached for City Council review and consideration.

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

Through the MCC partnership, Ontario-Montclair School District (OMSD) has used the FRC, located at 9916 Central Avenue, since 2011 to provide case management services, parenting classes, and counseling for OMSD students and their families. OMSD requested cleaning services at FRC; however, the City's current custodial staff is not able to take on this additional task at this time. Estimated overtime costs for City Staff to clean the FRC is \$22,000 at one day per week; whereas, the cost of one year with ServiceMaster 360 Premier Cleaning Service for five days per week is \$1,673.75 per month.

**FISCAL IMPACT:** OMSD's use of the FRC from July 1, 2021 through June 30, 2022 is on the current council agenda for consideration under Agreement No. 21-31. Funds received from OMSD through Agreement No. 21-31 will pay for the cleaning service at \$1,673.75 per month, and there will be no impact to the City's General Fund.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 21-32 with ServiceMaster 360 Premier Cleaning to provide custodial services for the Family Resource Center.

# JANITORIAL SERVICES PROPOSAL



Respectfully Submitted to:

---

Marcia Richter  
5111 Benito St. or  
P.O. Box 2308  
Montclair, CA  
Phone: (909) 625-9453  
[mrichter@cityofmontclair.org](mailto:mrichter@cityofmontclair.org)

Respectfully Submitted by:

---

Pete Santos Jr  
ServiceMaster 360 Premier Cleaning  
17096 Sequoia # 115  
Hesperia, CA 92345  
760-947-9962  
Fax 760-948-4108  
[Pete@sm360pc.com](mailto:Pete@sm360pc.com)



May 20, 2021

Marcia Richter  
5111 Benito St or  
P.O. Box 2308  
Montclair, CA

Dear Leticia,

Thank you for the opportunity to Re-submit this ServiceMaster Clean Proposal for Environmental services at your facilities located in Montclair California.

The following pages contain detailed exhibits for each segment of this proposal:

***Description***

- **Task Schedule** • **Pricing Analysis** • **Agreement**

It was great talking with you and discussing your facilities needs. I want to ensure you that with our service you will get an extraordinary clean and dependability. One of our top priorities is to maintain communication and quality.

We have plans and steps put into place to ensure your facility is being maintained properly. There will be monthly quality inspections and communication log on site. You will also have direct contact with me by phone day or night.

We fully understand the importance of having a quality individual to clean your facility. All of our employees receive background checks and drug screening. Our number one concern is to provide a safe environment for your staff and our employees.

We also offer Emergency Service. What is your plan when a pipe bursts flooding your facility, or your facility has smoke damage from a fire? ServiceMaster Clean can help you strategize a solution to ensure that your facility is back up and running in no time and also help to limit the damage to your facility and cost of repair. Please call me if you are interested in getting an Emergency Service Plan together.

Please look over the task schedule and let me know if there is anything else that might need to be added or changed. This task schedule will be place in the communication log on site to ensure that it is being followed.

I again, thank you for the opportunity to summit this proposal. We look forward to the opportunity to serve you. We are prepared to begin a partnership with your company that



will provide you with “the cleaning you expect and the service you deserve,” allowing you to focus your energy in your other areas of responsibility.

If you have any concerns or questions with the proposal please call me.

Sincerely,

Pete Santos Jr  
ServiceMaster 360 Premier Cleaning

## **COMMITMENT AND GUARANTEE**

At ServiceMaster Clean, we are committed to providing you with excellent service that we guarantee it. Our 5-Point ServiceMaster Guarantee states:

- We will answer your call anytime, day or night
- We will respond to your service needs within 12 hours after receiving your call
- We will provide open communication on a daily basis
- We will perform all services as agreed upon in our contract
- We will show we care by our professional appearance and manner, and by the products and procedures we use.

## **STATEMENT OF CONFIDENTIALITY**

The data herein and any data accompanying this document or made available to Montclair human services department in connection with this request for proposal are confidential and proprietary to ServiceMaster Residential/Commercial Services LP (ServiceMaster 360 Premier Cleaning)

Disclosure to Customer is solely for the purpose of soliciting a Service Proposal or Contract from your company. The Customer shall treat the information contained in this document and all accompanying materials as confidential. Accordingly, the Customer shall not copy, distribute, or otherwise disclose the information contained in this document to any party other than its employees and advisors with a need to know in order to provide Customer with the information contained in this document.

Exception will be made where the information is available in the public domain through no breach of confidence by the Customer or where it is available from some source other than ServiceMaster Clean without a breach of confidentiality with Customer.

**CLEANING TASK SCHEDULE**  
**Human Services Department City of Montclair**  
**5111 Benito St 5x week service**  
**Facility approx. 1,024 sq. ft.**

<b>Offices and General Areas</b>	
Empty Trash & spot Clean	5 x a Week
Spot Clean walls by trash can	5 x a Week
Dust Horizontal surfaces with vacuum dust wand	5 x a Week
Dusting of Blinds	1x a Week
Spot Clean All doors, door jams and window sills	5 x a Week
Spot Clean Vents	5 x a Week
High Dust with wand	5 x a Week
Low dust with wand	5 x a Week
Vacuum wall to wall with sidewinder	5 x a Week
Vacuum Traffic Lanes	5 x a Week
Vacuum carpet mats	5 x a Week
Mop floor	5 x a Week
Inspect	5 x a Week
<b>Restrooms</b>	
Sweep floor	5 x a Week
Refill dispensers	When Needed
Empty trash	5 x a Week
Clean mirrors	5 x a Week
Clean sinks	5 x a Week
Clean flushable	5 x a Week
Vacuum wall to wall with sidewinder	5 x a Week
Mop floor	5 x a Week
Inspect	5 x a Week
Wipe Down Walls	5 x a Week
<b>Interior Windows</b>	
Clean	1x a Month

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

<b>Offices and General Areas</b>	
Empty Trash & spot Clean	5 x a Week
Spot Clean walls by trash can	5 x a Week
Dust Horizontal surfaces with vacuum dust wand	5 x a Week
Dusting of Blinds	5 x a Week
Spot Clean All doors, door jams and window sills	5 x a Week
Spot Clean Vents	5 x a Week
High Dust with wand	5 x a Week
Low dust with wand	5 x a Week
Vacuum wall to wall with sidewinder	5 x a Week
Vacuum Traffic Lanes	5 x a Week
Vacuum carpet mats	5 x a Week
Mop Hard Surface flooring	5 x a Week
Inspect	5 x a Week
<b>Restrooms</b>	
Sweep floor	5 x a Week
Refill dispensers	When Needed
Empty trash	5 x a Week
Clean mirrors	5 x a Week
Clean sinks	5 x a Week
Clean flushable	5 x a Week
Vacuum wall to wall with sidewinder	5 x a Week
Mop floor	5 x a Week
Inspect	5 x a Week
Wipe Down Walls	5 x a Week
<b>Interior Windows</b>	
Clean	1x a Month



GENERAL CLEANING

ServiceMaster personnel will notify building contact of any irregularities such as defective plumbing, unlocked doors, and lights left on.

ServiceMaster personnel will turn off all lights except those to be left on, close windows and secure building

Daily review/check communication log

Monthly customer visit by Account Manager

SERVICEMASTER CLEAN PRICING  
Human Services Department City of Montclair

Option #1

5 Days a week cleaning  
*(2.5 hours allotted per Day  
Mon-Friday)*

\$1,673.75/Monthly

FLOOR MAINTENANCE PROGRAM

Wood Tile sealer

\$375.70/Per Occurrence

*(Recommended Every 6 Months)*

Our prices included all labor, cleaning materials, equipment, taxes, insurance, and supervision necessary to perform contracted services. Services will be billed at the beginning of service agreement and are due 14 days after receiving invoice.

All paper products, trash container liners, and hand soaps are agreed by both parties to be supplied under the following terms: *Customer Supplied or ServiceMaster Supplied*

A Certificate of Insurance will be provided upon request. This quote will expire on July 16, 2021.

ServiceMaster Clean  
Contract Cleaning Services Agreement

THIS AGREEMENT made this 7th day of June 2021, by and between ServiceMaster 360 Premier Cleaning (“ServiceMaster Clean”) and the City of Montclair (“City”).

Whereas, ServiceMaster conducts a janitorial service rendered on an individual basis in commercial facilities, office buildings, schools, stores and other locations, as an independent business licensed by ServiceMaster Residential/Commercial Services L.P., DBA ServiceMaster Clean (“Franchisor”) and not an agent or partner of its Franchisor.

Whereas, City desires ServiceMaster to supply contract-cleaning services to the properties commonly known as:

Human Services Department  
City of Montclair  
5111 Benito St. or  
P.O. Box 2308  
Montclair, CA 91763

NOW THEREFORE, the parties agree as follows:

1. Task Schedule. Beginning on July 1, 2021 ServiceMaster Clean will provide contract cleaning services for the area to be serviced described in the “Task Schedules,” a true and accurate copy of which is attached to this agreement. ServiceMaster Clean agrees that the janitorial services to be provided shall be conducted according to the guidelines agreed upon between the City and ServiceMaster Clean. ServiceMaster Clean guarantees they will respond to service needs within (12) twelve hours after being contacted and will perform all services as agreed upon in the contract. ServiceMaster Clean guarantees to maintain professional appearance and manner, and by the products and procedures used.
2. Personnel. All personnel furnished by ServiceMaster Clean are employees of ServiceMaster Clean, and ServiceMaster Clean will pay all salaries and expenses of, and all applicable federal and state taxes relating to, such personnel. For all purposes of this contract, ServiceMaster Clean will be considered an independent contractor of the City, and will not act as an agent, servant or employee of the City, or make any commitments or incur any obligations on behalf of the City without its express written consent. City may request the removal of any ServiceMaster Clean employee whose conduct is unsatisfactory to City.
3. Covenants. During the term of this agreement and for one (1) year thereafter, the City shall not directly or indirectly hire any person employed by ServiceMaster Clean. City shall not, at any time, disclose to a competitor any pricing or bid information designated as confidential by ServiceMaster Clean.

Initials: City \_\_\_\_\_

Initials: ServiceMaster Clean \_\_\_\_\_

4. Terms. The terms of the task schedule or of the price stated in paragraph 5, may be modified at any time by mutual execution of written change orders by the Parties on the form prescribed by the “Change Order” attached hereto. All executed change orders shall become part of this agreement. ServiceMaster Clean will give the City thirty (30) days prior notice of any price change for services rendered pursuant to the Task Schedule. City will notify ServiceMaster Clean of any changes in service times, any alterations to the furnishings, floor, wall or ceiling surfaces at the City premises, or any other change that affects the Task Schedule and consequently the contract price. This agreement shall continue in effect from the date services are to begin, for a period of two months (2), last day of this contract will be June 30<sup>th</sup> at which point services will revert back to original contract pricing and task schedule unless terminated.
  
5. Payment. The City shall make payment to ServiceMaster Clean for services rendered at the rate of \$1,673.75 per month. The First billing will be made on the first day services are rendered and shall be payable in fourteen (14) days. Subsequent billings and due dates will be net 15. City’s failure to pay the full amount due within thirty (30) days of any invoice shall, at the election of ServiceMaster Clean, be deemed to be a default and termination without notice by City. A late charge calculated at 1½ % per month will be charged to City on any overdue unpaid balance. City shall pay ServiceMaster Clean its costs and expenses, including reasonable attorney’s fees paid or incurred in enforcing terms of this Agreement.
  
6. Services. ServiceMaster Clean will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident or other circumstances beyond its control.
  
7. Insurance. ServiceMaster Clean shall provide the insurance coverage set forth below, and deliver to City certificates of insurance upon request.
  
8. “ To the full extent permitted by Law, ServiceMaster Clean shall indemnify, defend and hold harmless City, and its employees, officials, and agents any liability, claims, actions, loss, expense or cost of any kind, including attorney fees, court cost and expert witness fees, arising out of the performance of this Agreement by ServiceMaster Clean, its officers, employees, agents or subcontractors.”

Comprehensive Liability:

Bodily Injury Liability: \$1,000,000.00 per person and \$1,000,000.00 per occurrence. Property

Damage Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 aggregates Workers

Compensation Coverage: \$1,000,000.00 or as required by law. Bond: \$10,000 per occurrence

Initials: City \_\_\_\_\_

Initials: ServiceMaster Clean \_\_\_\_\_



9. Termination. This Agreement may be terminated by either party by giving thirty (30) days notice by certified mail, return receipt requested, addressed to the other party at the address indicated below. In the event thirty (30) days notice is not given, or if City is deemed to have terminated by default by failing to tender payment when due, or by City's conduct, which makes ServiceMaster Cleans' performance impossible (including a demand for the return of all City's keys) then ServiceMaster Clean shall have no obligation to continue its performance, and City shall pay ServiceMaster Clean an amount equal to an additional thirty (30) days of billing as liquidated damages. This additional thirty (30) days of billing shall be calculated from a) the date upon which Contract Service are last performed; or b) the last date of the billing period during which any default or un proper termination occurs, whichever is later. **\*If ServiceMaster Clean breaches the terms of the task Schedule, for any reason deemed applicable by the City, the City may terminate ServiceMaster Clean Immediately.**

10. This Agreement contains all of the convents between the parties, and may not be modified except in writing, signed by both parties

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

**Client: Human Services Department  
City of Montclair**

**ServiceMaster Clean DBA:  
ServiceMaster 360 Premier  
Cleaning**

Signed

\_\_\_\_\_

Signed

\_\_\_\_\_

Printed

Javier John Dutrey, Mayor

\_\_\_\_\_

Printed

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 7, 2021	<b>FILE I.D.:</b>	PDT205
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	POLICE
<b>ITEM NO.:</b>	5	<b>PREPARER:</b>	B. VENTURA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 21-33 AMENDING AGREEMENT NO. 18-23 WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 21-33 with All City Management Services, Inc. for school crossing guard services. Said Agreement would amend prior Agreement No. 18-23 to incorporate a rate increase imposed by the company and to include services for Fiscal Year 2021-22.

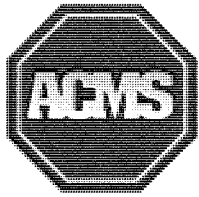
Proposed Agreement No. 21-33 is attached for City Council's review and consideration.

**BACKGROUND:** All City Management Services, Inc. has provided school crossing guard services for the City since November 1998 and has notified Police Department staff that its hourly rate for crossing guard services will increase for Fiscal Year 2021-22. The adjustment would increase the current hourly rate by \$1.80, resulting in an hourly billing rate of \$24.91. The wage increase is a direct result of Senate Bill 3, which provides for an annual \$1 increase from January 1, 2021, through January 1, 2023, at which time the hourly minimum wage will have reached \$15 per hour.

All City Management Services, Inc. has indicated that, in order to maintain its workforce, it must maintain a buffer between the state-mandated minimum wage and its own wage rates. The company must also provide wages that would allow it to effectively compete against other part-time employers for recruitment and retention of crossing guards.

**FISCAL IMPACT:** With the rate increase, All City Management Services, Inc. has calculated the estimated annual program cost to be \$188,319.60. Included in the Police Department's preliminary Fiscal Year 2021-22 Budget is an allocation of \$175,000 to provide crossing guard services for the 2021-22 school year. Staff intends to address any shortfalls in this account at midyear.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 21-33 amending Agreement No. 18-23 with All City Management Services, Inc. for school crossing guard services.



## ALL CITY MANAGEMENT SERVICES

May 20, 2021

Brian Ventura, Lieutenant  
City of Montclair  
4870 Arrow Highway, Montclair, CA 91763

Dear Lieutenant,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for providing School Crossing Guard Services through the 2021-2022 fiscal year.

As you may know the California mandated minimum wage increases continue to drive pricing. Effective, January 1, 2021 minimum wages increased \$1.00 and effective January 1, 2022 they will increase another \$1.00. For each dollar of wages paid there is approximately .35 cents in variable cost associated with the wages, this includes Employer Taxes, Work Comp Insurance and Liability Insurance.

To keep pace with these mandated increases we must request an increase in your billing rate from \$23.11 to \$24.91 for the 2021-2022 fiscal year. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the current schedules and the proposed price increase.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,  
General Manager

**All City Management Services Inc.  
Client Worksheet 2021 - 2022**

**Agreement No. 21-33**

Department: 6501

**Billing Rate for 2021/2022: \$24.91**

City of Montclair  
4870 Arrow Highway  
Montclair, CA 91763

**Amended Rates for Agreement No. 18-23**

**KEY:**  
**Traditional Calendar:**  
 For sites with no regularly scheduled early release days, use 180 regular days  
 For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

**Sites with traditional calendar:**

	42		180		\$24.91	=	\$188,319.60
14 Sites at 3.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

<b>TOTAL PROJECTED HOURS</b>	<b>7560</b>	<b>TOTAL ANNUAL PROJECTED COST</b>	<b>\$188,319.60</b>
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This Agreement is made and entered into this July 1, 2018, by and between the **City of Montclair**, hereinafter referred to as the “City”, and **All City Management Services, Inc.**, hereinafter referred to as the “Contractor”;

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period of time which commences July 1, 2018, and ends on June 30, 2019, and for such term thereafter as the parties may agree upon.
2. The Contractor is an independent contractor and the guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be the City Manager or such person as the City Manager may designate.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall have the right to determine the hours and locations when and where guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of any changes which may need to occur in hours of work or locations. The City further has the power to add to, delete from, or revise the work schedule/locations at any time.
6. The Contractor shall provide supervisory personnel to see that guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
7. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate guards in the event that any person fails to report for work at the assigned time and location.
8. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and laws and codes of the State of California and the City of Montclair.
9. The Contractor shall train, schedule, provide, and supervise personnel in accordance with the contract and the rules and regulations of the City of Montclair. Crossing Guards shall perform their duties as trained and within the City’s rules for such guards.

10. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Montclair pertaining to general pedestrian safety and school crossing areas.
11. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Montclair are in session.
12. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary. Apparel and equipment shall be pre-approved by the City Manager or the designee.
13. **(a) Types of Required Coverages**

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

- (1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$3,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned, and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

**(b) Endorsements**

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

- (1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

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

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract)

**Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- (2) The policy or policies of insurance required by Section (a)(3) Workers' Compensation shall be endorsed, as follows:

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

**(c) Notice of Cancellation**

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

**(d) Waiver of Subrogation**

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

**(e) Evidence of Insurance**

The Contractor, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**(f) Deductible or Self-Insured Retention**

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

**(g) Contractual Liability**

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this contract.

**(h) Failure to Maintain Coverage**

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

**(i) Acceptability of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

**(j) Claims Made Policies**

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Upon expiration or termination of coverage of required insurance, Contractor shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

**(k) Insurance for Subcontractors**

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subcontractor's policies.

14. Contractor agrees to indemnify the City, its officers, employees, and agents against, and will hold and save each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or intentional tortious acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, or otherwise arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to Contractor's performance of this Agreement.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith. The Contractor's obligation to defend the City, its officers, employees, and agents is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.
  - b) Contractor will promptly pay any judgment rendered against City, its officers, agents, or employees for any such claims, damages, penalties, obligations or liabilities to the extent to judgment arises from the negligent acts or intentional tortious acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitees, or otherwise from Contractor's performance of the Agreement.



- c) In the event City, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with Contractor's performance of this Agreement, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers, agents, or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - d) All obligations under this provision are to be paid by Contractor as they are incurred by City.
  - e) The provisions of this indemnity provision as contained at Paragraph 14 are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City provided that this Paragraph 14 will not be interpreted to require Contractor to indemnify City if an to the extent that a court determines that the negligent acts or intentional tortuous acts, errors, or omissions of the City, its agents, employees or representatives caused or contributed to the underlying action or claim. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to indemnify and protect as set forth herein.
15. Either party shall have the right to cancel this Agreement by giving thirty (30) days written notice to the other.
  16. The Contractor shall not have the right to assign this Contract to any other person or firm except with the consent of the City.
  17. The City agrees to pay Contractor the sum of Eighteen Dollars and Ninety-four Cents (\$18.94) per hour for each hour of crossing guard service provided pursuant to this Agreement.
  18. In the event that this Agreement is extended beyond June 30, 2019, the compensation for services shall be established by mutual consent of the parties. Said payment shall be made upon written statement to the City by the Contractor and approval of the appropriate City representative.
  19. This Agreement shall be governed by and construed in accordance with the law of the State of California.
  20. In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount determined by the court to be reasonable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date herein above written.

**City of Montclair**

By   
Carolyn M. Raft, Mayor Pro Tem

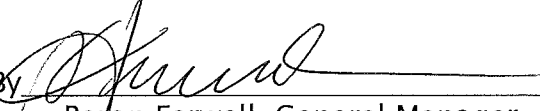
Date 7-2-2018

**ATTEST:**

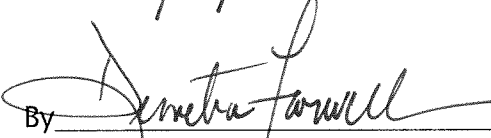
By   
Andrea M. Phillips, City Clerk

Date 7-2-2018

**All City Management Services, Inc.**

By   
Byron Farwell, General Manager

Date 7/13/18

By 

Date 7/13/18



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 7, 2021	<b>FILE I.D.:</b>	STB300-17
<b>SECTION:</b>	CONSENT - RESOLUTIONS	<b>DEPT.:</b>	CITY MGR.
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	C. GRAVES
<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 21-3312 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

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**REASON FOR CONSIDERATION:** Staff has identified 172 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

**BACKGROUND:** Ordinance No. 02-815 authorizes the placement of liens on properties on which delinquent civil debts have accrued and makes property owners responsible for delinquent sewer and trash charges accrued after the effective date of the Ordinance (March 1, 2002) for accounts in tenants' names. Prior to the City Council's adoption of Ordinance No. 02-815, property owners were responsible for only those accounts in their own names.

**FISCAL IMPACT:** Recoverable amount is \$102,507.10, plus \$3,440.00 for release of lien fees, plus \$8,600.00 in lien fees, for a total of \$114,547.10.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 21-3312 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

RESOLUTION NO. 21-3312

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH ACCOUNTS

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

WHEREAS, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

WHEREAS, it has been determined that there are 172 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

WHEREAS, the owners of these properties have received regular billing statements and late notices since the onset of such delinquencies; and

WHEREAS, the owners of these properties were notified on May 6, 2021, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, June 7, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled Report of Delinquent Civil Debts - June 2021, attached hereto.

BE IT FURTHER RESOLVED that the City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

APPROVED AND ADOPTED this XX day of XX, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 21-3312 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. Myrick  
City Clerk

Exhibit A to Resolution No. 21-3312  
Report of Delinquent Civil Debts - June 2021

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
4237	3rd St	Residential	379.91	50.00	20.00	449.91
4255	3rd St	Residential	209.79	50.00	20.00	279.79
11222	Ada Avenue	Residential	260.25	50.00	20.00	330.25
11225	Ada Avenue	Residential	833.13	50.00	20.00	903.13
10207	Amherst Avenue	Residential	363.04	50.00	20.00	433.04
10247	Amherst Avenue	Residential	206.23	50.00	20.00	276.23
11141	Amherst Avenue	Residential	829.13	50.00	20.00	899.13
5388	Arrow Hwy	Commercial	444.81	50.00	20.00	514.81
5483	Bandera Street	Residential	349.59	50.00	20.00	419.59
4624	Bandera Street	Multifamily	2,181.20	50.00	20.00	2,251.20
4434	Bandera Street	Multifamily	1,629.06	50.00	20.00	1,699.06
4959	Bandera Street	Residential	238.72	50.00	20.00	308.72
5065	Bandera Street	Residential	795.06	50.00	20.00	865.06
5071	Bandera Street	Residential	483.20	50.00	20.00	553.20
5079	Bandera Street	Residential	890.67	50.00	20.00	960.67
5103	Bandera Street	Residential	462.25	50.00	20.00	532.25
5598	Bandera Street	Residential	795.95	50.00	20.00	865.95
10145	Bel Air Avenue	Residential	833.13	50.00	20.00	903.13
10278	Benson Avenue	Residential	285.76	50.00	20.00	355.76
11339	Brunswick Lane	Residential	420.37	50.00	20.00	490.37
11457	Brunswick Lane	Residential	443.87	50.00	20.00	513.87
8953	Camulos Avenue	Residential	615.04	50.00	20.00	685.04
10213	Camulos Avenue	Residential	483.20	50.00	20.00	553.20
10259	Camulos Avenue	Residential	833.13	50.00	20.00	903.13
10170	Canary Court	Residential	483.20	50.00	20.00	553.20
11409	Cannery Row	Residential	396.10	50.00	20.00	466.10
4924	Canoga Street	Residential	833.13	50.00	20.00	903.13
4912	Canoga Street	Residential	679.90	50.00	20.00	749.90
11168	Carriage Avenue	Residential	257.10	50.00	20.00	327.10
11239	Carriage Avenue	Senior	431.95	50.00	20.00	501.95
11178	Carrillo Avenue	Residential	833.13	50.00	20.00	903.13
11431	Chandler Lane	Residential	243.32	50.00	20.00	313.32
4337	Clair Street	Residential	642.63	50.00	20.00	712.63
5030	Clair Street	Residential	662.40	50.00	20.00	732.40
5216	Clair Street	Residential	228.59	50.00	20.00	298.59
5230	Clair Street	Residential	821.13	50.00	20.00	891.13
10164	Coalinga Avenue	Residential	767.60	50.00	20.00	837.60
10231	Coalinga Avenue	Residential	575.76	50.00	20.00	645.76
11148	Coalinga Avenue	Residential	807.90	50.00	20.00	877.90
11362	Cumberland Lane	Residential	572.49	50.00	20.00	642.49
11370	Cumberland Lane	Residential	572.49	50.00	20.00	642.49
11469	Cumberland Lane	Residential	420.37	50.00	20.00	490.37
11333	Dartmouth Lane	Residential	571.77	50.00	20.00	641.77
11425	Dartmouth Lane	Residential	433.01	50.00	20.00	503.01
10190	Del Mar Avenue	Residential	833.13	50.00	20.00	903.13



Exhibit A to Resolution No. 21-3312  
Report of Delinquent Civil Debts - June 2021

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
10236	Del Mar Avenue	Residential	831.93	50.00	20.00	901.93
4506	Donner Court	Residential	821.36	50.00	20.00	891.36
4526	Donner Court	Residential	317.66	50.00	20.00	387.66
11159	Essex Avenue	Residential	833.15	50.00	20.00	903.15
4705	Evert Street	Residential	795.93	50.00	20.00	865.93
4790	Evert Street	Residential	267.28	50.00	20.00	337.28
5030	Evert Street	Residential	630.25	50.00	20.00	700.25
4114	Faircove Court	Residential	560.39	50.00	20.00	630.39
4219	Fauna Street	Residential	833.13	50.00	20.00	903.13
4256	Fauna Street	Residential	241.60	50.00	20.00	311.60
4267	Fauna Street	Residential	393.06	50.00	20.00	463.06
4291	Fauna Street	Residential	833.13	50.00	20.00	903.13
4456	Fauna Street	Senior	691.97	50.00	20.00	761.97
4703	Fauna Street	Residential	833.13	50.00	20.00	903.13
4738	Fauna Street	Residential	795.92	50.00	20.00	865.92
4849	Fauna Street	Residential	489.28	50.00	20.00	559.28
4852	Fauna Street	Residential	823.41	50.00	20.00	893.41
8919-21	Felipe Avenue	Multifamily	1,629.06	50.00	20.00	1,699.06
10232	Felipe Avenue	Residential	435.25	50.00	20.00	505.25
10242	Felipe Avenue	Residential	833.13	50.00	20.00	903.13
10260	Felipe Avenue	Senior	511.09	50.00	20.00	581.09
4660	Flora Street	Senior	496.61	50.00	20.00	566.61
4704	Flora Street	Residential	333.20	50.00	20.00	403.20
4747	Flora Street	Residential	792.40	50.00	20.00	862.40
4932	Flora Street	Residential	399.72	50.00	20.00	469.72
5030	Flora Street	Senior	247.49	50.00	20.00	317.49
5051	Flora Street	Residential	823.60	50.00	20.00	893.60
5083	Flora Street	Residential	329.10	50.00	20.00	399.10
5185	Flora Street	Residential	302.59	50.00	20.00	372.59
10253	Fremont Avenue	Residential	603.50	50.00	20.00	673.50
10287	Fremont Avenue	Residential	907.32	50.00	20.00	977.32
10314	Fremont Avenue	Senior	483.20	50.00	20.00	553.20
10796	Fremont Avenue	Residential	523.88	50.00	20.00	593.88
11049	Fremont Avenue	Residential	262.40	50.00	20.00	332.40
10994	Gala Lane	Residential	234.01	50.00	20.00	304.01
10149	Galena Avenue	Residential	237.58	50.00	20.00	307.58
3760	Hampton Drive	Residential	228.48	50.00	20.00	298.48
3792	Hampton Drive	Residential	403.71	50.00	20.00	473.71
5234	Hanover Way	Residential	261.74	50.00	20.00	331.74
4103	Howard Street	Residential	833.13	50.00	20.00	903.13
4439	Howard Street	Residential	414.05	50.00	20.00	484.05
4597	Howard Street	Residential	411.72	50.00	20.00	481.72
4605	Howard Street	Residential	483.20	50.00	20.00	553.20
4705	Howard Street	Residential	377.31	50.00	20.00	447.31
4780	Howard Street	Residential	799.45	50.00	20.00	869.45

Exhibit A to Resolution No. 21-3312  
Report of Delinquent Civil Debts - June 2021

Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
4665	Huntington Drive	Residential	326.23	50.00	20.00	396.23
10236	Kimberly Avenue	Residential	628.08	50.00	20.00	698.08
10244	Kimberly Avenue	Residential	528.16	50.00	20.00	598.16
11065	Kimberly Avenue	Residential	483.20	50.00	20.00	553.20
4490	Kingsley Street	Senior	644.40	50.00	20.00	714.40
4671	Kingsley Street	Multifamily	1,616.73	50.00	20.00	1,686.73
4724	Kingsley Street	Residential	806.24	50.00	20.00	876.24
4762	Kingsley Street	Residential	296.08	50.00	20.00	366.08
4909	Kingsley Street	Residential	652.19	50.00	20.00	722.19
5019	Kingsley Street	Residential	833.13	50.00	20.00	903.13
5198	Kingsley Street	Multifamily	241.60	50.00	20.00	311.60
5476	Kingsley Street	Residential	807.89	50.00	20.00	877.89
11362	Kingston Lane	Residential	213.46	50.00	20.00	283.46
10360-62	Lehigh Avenue	Multifamily	1,636.33	50.00	20.00	1,706.33
10390-92	Lehigh Avenue	Multifamily	1,605.06	50.00	20.00	1,675.06
4543	Mane Street	Residential	798.59	50.00	20.00	868.59
4656	Mane Street	Residential	374.48	50.00	20.00	444.48
4839	Mane Street	Residential	666.05	50.00	20.00	736.05
4846	Mane Street	Residential	659.71	50.00	20.00	729.71
4413	Merle Street	Senior	629.94	50.00	20.00	699.94
10189	Mills Avenue	Residential	233.20	50.00	20.00	303.20
10231	Mills Avenue	Residential	833.13	50.00	20.00	903.13
11365	Millstone Lane	Residential	572.89	50.00	20.00	642.89
11458	Millstone Lane	Residential	405.08	50.00	20.00	475.08
5239	Monte Verde Street	Residential	833.13	50.00	20.00	903.13
10290	Monte Vista Avenue	Senior	895.50	50.00	20.00	965.50
10332	Monte Vista Avenue	Residential	762.25	50.00	20.00	832.25
11007	Monte Vista Avenue	Residential	559.88	50.00	20.00	629.88
11313	Monte Vista Avenue	Residential	243.00	50.00	20.00	313.00
10163	Oak Glen Avenue	Residential	749.21	50.00	20.00	819.21
10176	Oak Glen Avenue	Senior	429.75	50.00	20.00	499.75
4595	Oakdale Street	Residential	653.28	50.00	20.00	723.28
4949	Orchard Street	Residential	419.82	50.00	20.00	489.82
5171	Orchard Street	Residential	651.62	50.00	20.00	721.62
5422	Orchard Street	Residential	833.13	50.00	20.00	903.13
3765	Peachwood Drive	Residential	421.29	50.00	20.00	491.29
10154	Poulsen Avenue	Residential	795.93	50.00	20.00	865.93
11210	Poulsen Avenue	Residential	241.60	50.00	20.00	311.60
10206	Pradera Avenue	Residential	808.93	50.00	20.00	878.93
4620	Rawhide Street	Residential	925.97	50.00	20.00	995.97
4668	Rawhide Street	Residential	833.13	50.00	20.00	903.13
11441	Rockford Lane	Residential	291.31	50.00	20.00	361.31
5090	Rodeo Street	Residential	829.25	50.00	20.00	899.25
4667	Saddleback Street	Residential	266.48	50.00	20.00	336.48
5049	Saddleback Street	Residential	318.10	50.00	20.00	388.10

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Street No.	Street	Account Type	Delinquency	Lien Fee	Release of Lien Fee	Total Lien Amount
5155	Saddleback Street	Residential	346.30	50.00	20.00	416.30
5272	Saddleback Street	Residential	425.28	50.00	20.00	495.28
10943	San Juan Way	Residential	256.66	50.00	20.00	326.66
11023	San Juan Way	Residential	496.49	50.00	20.00	566.49
11052	San Juan Way	Residential	807.93	50.00	20.00	877.93
10964	San Miguel Way	Residential	241.60	50.00	20.00	311.60
11014	San Miguel Way	Residential	833.13	50.00	20.00	903.13
11020	San Pasqual Avenue	Residential	976.35	50.00	20.00	1,046.35
11094	San Pasqual Avenue	Residential	224.28	50.00	20.00	294.28
11143	San Pasqual Avenue	Residential	448.54	50.00	20.00	518.54
10163	Santa Anita Avenue	Residential	821.83	50.00	20.00	891.83
10183	Santa Anita Avenue	Residential	568.08	50.00	20.00	638.08
10221	Santa Anita Avenue	Residential	513.33	50.00	20.00	583.33
10298	Santa Anita Avenue	Residential	595.95	50.00	20.00	665.95
10170	Saratoga Avenue	Residential	229.95	50.00	20.00	299.95
10214	Saratoga Avenue	Residential	483.20	50.00	20.00	553.20
10246	Saratoga Avenue	Residential	206.88	50.00	20.00	276.88
5526	Shirley Lane	Residential	265.95	50.00	20.00	335.95
11054	Stagecoach Avenue	Residential	833.13	50.00	20.00	903.13
11011	Stallion Avenue	Residential	809.13	50.00	20.00	879.13
10215	Tudor Avenue	Residential	366.08	50.00	20.00	436.08
10289	Tudor Avenue	Residential	809.13	50.00	20.00	879.13
10115	Vernon Avenue	Residential	241.60	50.00	20.00	311.60
10151	Vernon Avenue	Residential	893.57	50.00	20.00	963.57
10236	Vernon Avenue	Residential	956.68	50.00	20.00	1,026.68
10241	Vernon Avenue	Residential	616.08	50.00	20.00	686.08
10431	Vernon Avenue	Residential	795.84	50.00	20.00	865.84
5533	Vernon Court	Residential	407.89	50.00	20.00	477.89
4230	Via Amore	Residential	795.48	50.00	20.00	865.48
4184	Via Napoli	Residential	794.07	50.00	20.00	864.07
10438	Via Palma	Residential	241.60	50.00	20.00	311.60
11024	Whitewater Avenue	Senior	301.11	50.00	20.00	371.11
11178	Whitewater Avenue	Residential	819.56	50.00	20.00	889.56
4515	Yosemite Drive	Residential	819.93	50.00	20.00	889.93
4519	Yosemite Drive	Residential	602.79	50.00	20.00	672.79
4548	Yosemite Drive	Residential	241.60	50.00	20.00	311.60
10474	Yosemite Drive	Residential	241.60	50.00	20.00	311.60
		<b>Totals:</b>	<b>\$ 102,507.10</b>	<b>\$ 8,600.00</b>	<b>\$ 3,440.00</b>	<b>\$ 114,547.10</b>

**MINUTES OF THE CITY OF MONTCLAIR REAL ESTATE  
COMMITTEE MEETING HELD ON MONDAY, MARCH 15,  
2021 AT 5:30 P.M. HELD VIA ZOOM TELECONFERENCE**

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**I. CALL TO ORDER**

Chair Dutrey called the meeting to order at 5:30 p.m.

**II. ROLL CALL**

Present: Mayor Dutrey (Chair); Council Member Martinez (Vice-Chair); City Manager Starr; Senior Management Analyst Fuentes; Community Development Director Diaz; Deputy Director of Community and Economic Development Caldwell; City Attorney Robbins; Associate Planner Gutierrez; Associate Planner Nemeth; City Clerk Phillips

Absent: None

**III. APPROVAL OF MINUTES - None**

**IV. PUBLIC COMMENT — None**

**V. DISCUSSION ITEMS**

**A. DEVELOPMENT PROPOSALS**

**1. PROJECTS OFFICIALLY SUBMITTED FOR FORMAL CITY REVIEW**

- **Baldwin Park Homes, LLC Project** – 10680 Silicon Way

A proposed 20-unit industrial condominium development on a 3.18-gross-acre lot currently comprised of two separate lots. The project requires approval of a Tentative Tract Map, Conditional Use Permit, Precise Plan of Design, and a Sign Program.

The Committee reviewed the site plan and building elevations for the proposed project. The Committee indicated its support for the project as it works its way through the review process, and looked forward to the improvement the project would make to the surrounding area.

**B. REQUESTS**

1. **Village at Montclair** – 5040-5050 Arrow Highway. Review of project and design changes proposed by Village Partners Ventures, LLC.

Staff presented drawings comparing the approved building elevations for the project with modified building elevations submitted to the City for Building Division plan check. Director Diaz also noted that the review of the plans appear to indicate less parking spaces within the parking structure and possibly more units than what was approved.

The Committee agreed the changes to the building elevations were substantial and not consistent with plans approved by the City Council. Chair Dutrey and Vice Chair Martinez concurred in noting that the modified plans had removed the best architectural features of the project and as such were unacceptable.

Bruce Culp, a member from the public, encouraged the City to uphold what was presented and approved.

2. **Metro Honda & Metro Nissan** – 9399 & 9440 Autoplex Street. Request for assistance from Metro Honda & Metro Nissan regarding replacement of freeway-oriented electronic message center (EMC) sign.

City Manager Starr advised the Committee that both Metro Honda and Metro Nissan resumed conversations with staff regarding financial assistance for replacement of the freeway-oriented EMC sign. The Committee recommended that staff prepare an agreement and bring the item to the City Council for consideration.

### C. PROPOSED ORDINANCE

1. **Accessory Dwelling Unit (ADU) Ordinance** – Review draft ordinance to update Chapter 11.23 of the Montclair Municipal Code regarding new state requirements related to ADUs within the City.

The Committee viewed a short power point presentation introducing and providing background for the draft proposal of an updated ADU Ordinance for the City. Staff explained the need to update the City’s current ordinance to be in alignment with State requirements that went into full effect on January 1, 2020. Staff also confirmed that the Ordinance when completed would require a review for consistency with State law by the Department of Housing and Community Development (HCD).

Chair Dutrey indicated he understood how incorporating ADUs on single-family properties could be accommodated, but expressed concerns about the possibility of converting garages and carports in existing multifamily developments where parking is already in short supply. He also asked about the potential elimination of other essential on-site spaces or facilities such as laundry rooms and other amenities that could impact the residents who use them.

Director Diaz stated that staff will continue to explore how the City might effectively address the concerns expressed about construction of ADUs in existing multifamily neighborhoods during the meeting.

Chair Dutrey requested the draft ADU Ordinance return to the Real Estate Committee for a review of discussed modifications.

### VI. OTHER ITEMS — None

**VII. ADJOURNMENT**

At 6:35 p.m., Chair Dutrey adjourned the Real Estate Committee. The Committee is scheduled to next meet on Monday, April 19, 2021.

Submitted for Real Estate Committee approval,



A handwritten signature in black ink, appearing to read "Michael Diaz", is written over a horizontal line.

Michael Diaz; Community Development Director



**MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS  
COMMITTEE HELD ON THURSDAY, MARCH 18, 2021, AT 4:00 P.M.  
HELD VIA ZOOM TELECONFERENCE**

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**I. CALL TO ORDER**

Chair Johnson called the meeting to order at 4:01 p.m.

**II. ROLL CALL**

Present: Council Member Johnson (Chair); Council Member Lopez (Committee Member); City Manager Starr; Senior Management Analyst Fuentes; Executive Director of Public Safety/Police Chief Avels; Public Works Director/City Engineer Castillo; Director of Community Development Diaz; Deputy Director of Economic and Community Development Caldwell; and PW Superintendent Jim Diaz

Absent: None

**III. APPROVAL OF MINUTES**

The Committee approved the minutes from the September 17, 2020 and February 18, 2021 meetings.

**IV. PUBLIC COMMENT – None**

**V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS**

**A. OPERATIONS**

**1. MAINTENANCE ACTIVITIES**

An Operations Activities Report for the past month was included with the agenda.

Committee Member Lopez reported there is a pothole needing repair at the alley south of San Bernardino, between Monte Vista and Helena.

Committee Member Lopez noted a substantial graffiti influx and requested an update on efforts to address the graffiti issue. The intent is to have a report for committee members at the next Committee meeting.

Committee Member Lopez requested information on the process for large item pick-up. Staff provided an overview of the process, with Management Analyst Fuentes noting services have been affected by COVID-19, and large item pick-up has been halted due to reduced Burrtec staffing levels.

Committee Member Lopez asked why City staff performs maintenance at the Paseos Park. Staff responded the park is a public park and therefore a facility under the maintenance of the City.

**2. ADDITIONAL ITEMS — None**

## B. FACILITIES

### 1. MAINTENANCE ACTIVITIES

A Facilities Report for the past month was included with the agenda. There were no questions or issues with the report.

### 2. ADDITIONAL ITEMS — None

## C. ENGINEERING DIVISION ITEMS

### 1. Review of Commercial Truck Parking Permit Program on Palo Verde Street and Brooks Street

Public Works Director/City Engineer Castillo introduced the item and provided the historical background. The item was presented to City Council with the recommendation to remove the parking program. Council directed the item be brought back to Committee for further review. Staff continues to recommend removal of truck parking on both streets due to numerous matters, including, various complaints, safety concerns, and limited resources to administer a parking program that serves a small group in the City. The program has been a luxury for the few permittees and utilizes valuable City resources that can be used to a greater advantage for the larger community. The intention is to remove all street parking of commercial trucks.

Executive Director of Public Safety/Police Chief Avels provided additional information on available truck parking in the surrounding area. Six viable parking location options were noted, with four of them being within the City of Montclair.

**Mr. Thomas Squyres**, resident and current permittee, spoke about his personal need for the parking. He believes the issues with the parking program on Palo Verde Street is due to the lack of appropriate/effective signage and enforcement.

Committee Member Lopez asked follow-up questions to better understand **Mr. Squyres'** predicament if the parking permit program is removed from Palo Verde Street.

City Manager Starr pointed out that currently the City is allowing heavy trucks to park on a residential street. The street is mostly residential, and the parking of heavy trucks is not an appropriate use of that area, and the parking program needs to be reconsidered.

Chair Johnson asked Chief Avels if the available truck parking in Montclair is logistically possible for **Mr. Squyres'** situation. Chief Avels responded that he believes the trucking locations should be able to work out an agreement with **Mr. Squyres**.

Ultimately, staff's recommendation for removal of the parking on both streets was taken under consideration. Chair Johnson made a motion and the Committee voted. The recommendation to remove the parking program on both streets was approved. The item will be returned to Council at a future meeting.

**2. 9015 Helena Avenue — Deed over parkway area**

The item was approved at the March 15 City Council meeting.

**3. 9614 Benson Avenue — Deed over access to Sunrise Park**

Nothing to report; the item is ongoing and may move forward in the future.

**4. Submitted application for Montclair SRTS Implementation Project**

Staff is waiting to hear if the grant was awarded. If not successful, staff will seek other grants to move improvements forward.

**5. Submitted application for HSIP Grant for Ramona at Howard Roundabout Review of Ramona at Howard**

Staff is waiting to hear if the grant was awarded. It was reported the City received a \$40,000 grant to prepare a Local Roads Safety Plan that will assist with additional applications for safety grants for street improvements.

**VI. POLICE DEPARTMENT UPDATE/ITEMS — None**

**VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS**

Director of Community Development Diaz reported staff is working on an Accessory Dwelling Unit Ordinance to meet new laws and regulations. Additionally, a wireless telecommunications facilities code section needs updating to meet new federal requirements.

**VIII. CAPITAL PROJECT UPDATES**

Public Works Director/City Engineer Castillo reported the status of the following capital improvement projects:

**A. LOCAL PROJECTS**

**1. CENTRAL AVENUE UTILITY UNDERGROUND PROJECT**

Permits were pulled to complete the undergrounding of utilities work. The project is expected to be completed in a couple of weeks.

**2. HOLT BOULEVARD REHABILITATION PROJECT**

The project consists of paving from Mills Avenue to Ramona Avenue as well as installing a dedicated left turn signal phase at the intersection of Amherst Avenue. The project will be completed in a couple of weeks

**3. STREET IMPROVEMENTS ON ARROW HIGHWAY AND FREMONT AVENUE**

The design plans are now complete. The complete street improvements will make the streets pedestrian-friendly and improve the aesthetic appeal of the area. The project is on hold until the impacts of development projects not moving forward are assessed.

**4. REEDER RANCH PARK — START OF DESIGN PHASE**

The City received a \$5 million grant to design and construct a new park. The design phase has entered into the final stage. Construction funds have been allocated.

## **5. SAN ANTONIO CREEK CHANNEL STUDY**

The Channel Study will assess the feasibility of the channel becoming a new linear park. This trail presents a tremendous opportunity for Montclair to dramatically expand its recreational amenities, enhance safety, and better connect its parks, schools, and neighborhoods to one another and to regional assets like the Pacific Electric Trail.

## **B. REGIONAL PROJECTS**

### **1. I-10 CORRIDOR PROJECT**

Public Works Director/City Engineer Castillo stated the project continues to move forward. The project is a long-duration project and will be under some kind of construction for three to four years. Specifically at Monte Vista Avenue, the on-ramp off Palo Verde Street for eastbound traffic will be closed for most of the duration of the project.

### **2. CHINO BASIN PROGRAM – INLAND EMPIRE UTILITIES AGENCY (IEUA)**

The program meetings will reconvene soon. Many of the cities have questions and concerns about the project and its \$600 million price tag and its financial value. IEUA staff is planning to look at other options. Further information and direction will be coming soon.

### **3. CENTRAL AVENUE BRIDGE**

The design phase continues to move forward. The Scope Change Request and accompanying Scoping Study Report were submitted to Caltrans Local Assistance. The package states our case to Caltrans that it makes more sense to replace the bridge instead of rehabilitating it. The Caltrans local office did not object to the approach, and the recommendation to replace the bridge was submitted to Caltrans headquarters in September. Caltrans has not started reviewing the package. We are working with our Caltrans Local Office Ambassador to try to push the project forward. Once Caltrans agrees, the project can move into final design. Staff will be seeking \$15-20 million to fully fund construction of the project

### **4. FOOTHILL GOLD LINE EXTENSION**

City Manager Starr provided an update on various items concerning the project. Staff continues to work with the City's federal legislative advocate to secure federal funds for the project. Staff had a meeting with CEO of the Construction Authority, who indicated he could not support efforts to federalize the Pomona to Montclair segment of the project until Metro is willing to allow Construction Authority to seek federal funds. Construction Authority is prohibited from competing for limited federal funds due to a funding agreement with Metro. City staff has been meeting with patterning agencies to press Metro to relieve the Construction Authority from the restriction. Due to COVID-19, SB 1 funds are limited and most projects will need to seek federal funds to fund various projects throughout the state. Staff will continue to work on finding the funding source for the Montclair extension. Completion of the extension may be accomplished as soon as 2024. After testing of the system, operations may commence in 2025.

**IX. COMMITTEE AND CITY MANAGER ITEMS**

City Manager Starr reported staff will work with the Office of Congresswoman Norma Torres to submit projects for consideration for the earmark process. Project funding levels under the earmark process are limited to \$500,000 to \$2 million. Staff will need to be selective since the earmark is a competitive process and each house member can only submit ten projects for their district. Staff does not expect to get significant numbers for projects funded through the earmark process. Staff will also submit projects through the Fast Act Reauthorization process. The Fast Act Reauthorization process will have substantially higher funding levels and the City will seek to fund the Central Avenue Bridge project through that process.

**X. ADJOURNMENT**

At 5:06 p.m., Chair Johnson adjourned the meeting of the Public Works Committee. The next meeting of the Public Works Committee is scheduled to be held at 4:00 p.m. on Thursday, April 15, 2020.

Submitted for Public Works Committee approval,



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Noel Castillo  
Transcribing Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY, MAY  
17, 2021, AT 8:12 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA, REMOTELY VIA ZOOM

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**I. CALL TO ORDER**

Mayor Pro Tem Ruh called the meeting to order at 8:12 p.m.

**II. ROLL CALL**

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

Also Present: Senior Management Analyst Fuentes

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of May 3, 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 May 3, 2021.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

At 8:13 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:40 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 6:40 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



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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 17, 2021 AT 7:02 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

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I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:02 p.m.

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

Council Member/Director Johnson 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

Acting City Manager/Executive Director Richter; Acting Deputy City Manager Fuentes; 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 recipients are **Pastors Donald** and **Ethel Rucker**, who were nominated by Senior Code Enforcement Supervisor Fondario. He noted the **Ruckers** used to be Montclair residents and a few years ago they opened the **Christian Development Center** in Montclair, where they host a food bank and provide counseling services and shelter assistance to the homeless. He thanked the **Ruckers** for their dedication to the Montclair community and presented them with a COVID-19 Community Recognition Award Certificate and City pins.

VI. PUBLIC COMMENT

- A. **Mr. Thuan Nguyen**, resident, shared his personal experience of being called derogatory names for being gay while attending **Montclair High School**, and urged the City Council to stand in solidarity with the LGBTQ community of Montclair by declaring June as LGBTQ Pride Month with a proclamation at its next meeting and lighting up the windows of the Council Chambers in rainbow colors for the duration of the month.

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

Council Member Lopez requested Item C-2 be pulled from the Consent Calendar.

Moved by Council Member/Director Johnson, seconded by Mayor Pro Tem/Vice Chair Ruh, and carried unanimously 5-0, the City Council approved the remainder of the Consent Calendar as presented:

A. Approval of Minutes

1. Regular Joint Meeting — May 3, 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 May 3, 2021

regular joint meeting by a 4-0-1 vote, with Mayor Dutrey abstaining.

## **B. Administrative Reports**

### **1. Receiving and Filing of City Treasurer's Report**

The City Council received and filed the City Treasurer's Report for the month ending April 30, 2021.

### **2. Approval of City Warrant Register and Payroll Documentation**

The City Council approved the City Warrant Register dated May 17, 2021, totaling \$772,701.36; and the Payroll Documentation dated April 11, 2021, amounting to \$653,561.56 gross, with \$451,520.92 net being the total cash disbursement; and April 25, 2021 amounting to \$579,827.75 gross, with \$400,661.44 net being the total cash disbursement.

### **3. Receiving and Filing of Successor Agency Treasurer's Report**

The City Council acting as Successor to the Redevelopment Agency Board received and filed the Successor to the Redevelopment Agency Treasurer's Report for the month ending April 30, 2021.

### **4. Approval of Successor Agency Warrant Register**

The City Council acting as Successor to the Redevelopment Agency Board approved 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.

### **5. Receiving and Filing of MHC Treasurer's Report**

The MHC Board received and filed the MHC Treasurer's Report for the month ending April 30, 2021.

### **6. Approval of MHC Warrant Register**

The MHC Board approved the MHC Warrant Register dated 04.01.21-04.30.21 in the amount of \$100,160.84.

### **7. Receiving and Filing of MHA Treasurer's Report**

The MHA Commissioners received and filed the MHA Treasurer's Report for the month ending April 30, 2021.

### **8. Approval of MHA Warrant Register**

The MHA Commissioners approved the MHA Warrant Register dated 04.01.21-04.30.21 in the amount of \$0.00.

### **9. 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**

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.

### **10. 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**

The City Council authorized 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.

**C. Agreements**

**1. 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**

The City Council approved *Agreement No. 21-21* with the County of San Bernardino for equipment maintenance and access to the County's emergency radio communications system.

**D. Resolutions**

**1. Adoption of Resolution No. 21-3313 Adjusting the Equivalent Dwelling Unit Monthly Fee for Sewer Service**

The City Council adopted Resolution No. 21-3313 adjusting the equivalent dwelling unit monthly fee for sewer service.

**IX. PULLED CONSENT CALENDAR ITEMS**

**C. Agreements**

**2. Approval of Agreement No. 21-25 with LEFTA Systems for Specialized Comprehensive Law Enforcement Application Software**

**Authorizing a \$6,600 Appropriation from the State Asset Forfeiture Fund to Pay the Costs Associated with Agreement No. 21-25**

Council Member Lopez stated this reporting amounts to a state mandate and as a result, the City is having to spend this money for a new system.

Moved by Council Member Lopez, seconded by Mayor Pro Tem Ruh, and carried unanimously 5-0, the City Council took the following actions:

- (a) Approved *Agreement No. 21-25* with LEFTA Systems for specialized comprehensive law enforcement application software.
- (b) Authorized a \$6,600 appropriation from the State Asset Forfeiture Fund to pay the costs associated with Agreement No. 21-25.

**X. COMMUNICATIONS**

**A. Department Reports — None**

**B. City Attorney — None**

**C. City Manager/Executive Director**

Acting City Manager Richter advised that although the CDC issued guidance that vaccinated individuals no longer need to wear masks indoors, the City continues to follow state and local mandates related to the wearing of masks, in addition to CalOSHA's standards for workplace practices.

Acting Deputy City Manager Fuentes stated the City will continue to have its mask mandate in effect, and the state has stated that on June 15th it will issue further guidance related to the mask mandate. He also noted CalOSHA's current emergency standards related to the pandemic are set to expire on October 2nd and they will be holding a meeting this week to likely renew those regulations. Further, he noted SB 1159 (Hill) that was recently passed holds that employers must maintain the mask mandate and that there is an assumption that all employees who contract COVID-19 were infected on the job for workers' compensation purposes.

Acting Deputy City Manager Fuentes advised the Skate Park reopened last week and basketball hoops in the park have been reattached.

Mayor Dutrey requested the City Council have a discussion item on the agenda for the City's mask mandate at the June 21st meeting.

**D. Mayor/Chair**

1. Mayor Dutrey advised a CAC Panel meeting has been scheduled to interview Community Activities Commission candidates on May 24th, and a PC Panel has yet to be scheduled to interview candidates for the Planning Commission, but it will be scheduled for early June.
2. Mayor/Chair Dutrey made the following comments:
  - (a) He reported over 50 percent of the adult population in Montclair has been vaccinated with at least one vaccine dose, which exceeds the County's average.
  - (b) He noted he went on a tour hosted by the **Gold Line Foothill Extension Construction Authority** of the Glendora station, and had an opportunity to discuss the funding shortfall with some of the members and other project stakeholders. He stated there is a great deal of support to continue construction of the **Gold Line** to Montclair among the legislators in the San Gabriel Valley and they have sent a project coalition letter to the **Senate Budget Committee** for the **Gold Line** segment to Montclair. He noted with the state's recent announcement of a surplus, there is a good chance the project may be able to get some state money, and **Congresswoman Torres** continues to advocate to get funding for the project on the federal front.
  - (c) He advised **Montclair High School** will be holding an in-person graduation this Wednesday with two ceremonies taking place at 3:30 p.m. and 7:00 p.m. He advised he would be attending the afternoon session, and Council Members Johnson and Martinez would attend the evening session to present the proclamation to the graduating class.
  - (d) He stated on Wednesday the City will also be hosting its Volunteer Recognition Ceremony at 7:00 p.m. which he will attend.
  - (e) He announced in lieu of the annual Memorial Day Event, the City is producing a video to honor those who sacrificed their lives for our country.
  - (f) He stated the **Vedic Temple** in Montclair held an event over the weekend to pray for India during its struggles with the current surge of COVID-19 cases in the country, noting Mayor Pro Tem Ruh participated in the event.
  - (g) He reported he went on a tour of a sewer treatment facility hosted by the **Inland Empire Utilities Agency**.
  - (h) He advised City Manager Starr is doing well in recovery from surgery.
  - (i) He encouraged everyone to come early to the next Council Meeting on June 7th, noting a new **Omnitrans** electric bus will be parked in front of the Council Chambers at 6:30 p.m.

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

1. Council Member/Director Martinez made the following comments:
  - (a) She thanked the **Ruckers** for their dedication to the community, noting she enjoys and appreciates **Ethel's** enthusiasm and ability to get things done when starting a new charitable endeavor.

- (b) She thanked **Mr. Nguyen** for sharing his traumatic experience and for his willingness to help the City become a better place for everyone.
  - (c) She congratulated **Montclair High School** students on their graduation, and acknowledged the seniors had the hardest year while also having to miss out on things like prom and being with their friends during their senior year.
  - (d) She stated her family visited the vaccination site at **Montclair Place** and were very impressed with the location's organization and cleanliness, and with the professionalism of the staff.
2. Council Member/Director Johnson made the following comments:
- (a) She reported seeing Public Works staff cleaning out the sewers near her home and when speaking to them learned that because of this kind of regular maintenance, residents don't have to worry about sewage backflow, rats, or cockroaches coming up through their toilets.
  - (b) She announced the **Chamber of Commerce** is hosting an e-waste event this Saturday and Sunday and encouraged everyone to stop by for a contactless drop-off of their electronics for recycling.
3. Council Member/Director Lopez made the following comments:
- (a) He provided several freeway and road closure notices from **SBCTA including:**
    - A 55-hour closure of the NB to WB I-15/I-10 connector this weekend from Friday night at 10:00 p.m. through Monday morning at 5:00 a.m.
    - May 20th nighttime closure of Monte Vista Avenue under the I-10 overpass from 7:00 p.m. to 5:00 a.m.
    - Benson Avenue street closure from San Jose Street to Moreno Street under the I-10 overpass.
    - Intermittent nighttime closures of westbound Palo Verde Street between Monte Vista Avenue and Central Avenue.
    - Intermittent nighttime closures of the I-10 off-ramps at Monte Vista Avenue.
  - (b) He thanked Public Works staff for addressing issues he brought to their attention on behalf of some residents.
  - (c) He expressed his continued concerns regarding fireworks and requested the Police Department and City Attorney re-evaluate current firework enforcement efforts and increase penalties for violations, noting he believes the County assesses larger fines than he was told the City is allowed to charge.
- Mayor Dutrey stated Executive Director of Public Safety/Police Chief Avels could make a brief presentation at the next meeting regarding the City's planned response to fireworks.
4. Mayor Pro Tem/Vice Chair Ruh made the following comments:
- (a) He stated he is happy to announce that 15 volunteers will be recognized at the Community Activities Commission's upcoming Volunteer Recognition Ceremony.
  - (b) He stated the virtual Memorial Day presentation would be broadcast on May 31st.
  - (c) He announced the 529 College Program is now available through all financial institutions, noting the state will

provide \$50 per child for parents to open college savings accounts for their children.

- (d) He noted he is a member of the **Gold Line Joint Powers Authority**, and the JPA is very supportive of building the **Gold Line** to Montclair.
- (e) He noted at the **Vedic Temple's** prayer event, they prayed for not only India but to all across the globe suffering from this pandemic. He urged everyone to get vaccinated if they are able.
- (f) He stated he intends to continue wearing a mask no matter what the state decides to do with its mandate.

**F. Committee Meeting Minutes**

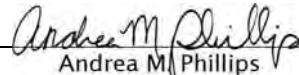
**1. Minutes of Personnel Committee Meeting of May 3, 2021**

The City Council received and filed the minutes of the Personnel Committee meeting of May 3, 2021, for informational purposes.

**XI. ADJOURNMENT**

At 8:01 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.

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