

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

AGENDA

Monday, July 19, 2021
7:00 p.m.

Location

Council Chamber
5111 Benito Street
Montclair, CA 91763

Webinar Link

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

Dial #

1-669-900-6833

Meeting ID

952-3987-2725



Mayor Javier "John" Dutrey
Mayor Pro Tem Bill Ruh
Council 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. Myrick



**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, July 19, 2021
7:00 p.m.

Remote Participation Information:

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

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

Meeting ID: 952-3987-2725

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

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

AGENDA

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

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. Community Activities Commission Presentation of 2021 Home Beautification Awards

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] 5

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Regular Joint Meeting — June 21, 2021 [CC/SA/MHC/MHA/MCF] 160
 - 2. Adjourned Joint Meeting — June 28, 2021 [CC/MHC] 169
 - 3. Special Joint Meeting — June 30, 2021 [CC/MHC] 173
- B. Administrative Reports
 - 1. Consider Receiving and Filing of Treasurer’s Report [CC] 12
 - 2. Consider Approval of Warrant Registers & Payroll Documentation [CC] 13
 - 3. Consider Receiving and Filing of Treasurer’s Report [SA] 14
 - 4. Consider Approval of Warrant Register [SA] 15
 - 5. Consider Receiving and Filing of Treasurer’s Report [MHC] 16
 - 6. Consider Approval of Warrant Register [MHC] 17
 - 7. Consider Receiving and Filing of Treasurer’s Report [MHA] 18
 - 8. Consider Approval of Warrant Register [MHA] 19
 - 9. Consider Receiving and Filing a Status Report on Emergency Contracting Procedures for the Pacific Electric Trail Bridge Replacement Project and Determining There is a Need to Continue the Action [CC] 20
 - 10. Consider Authorizing the Destruction of Certain Obsolete Public Records Pursuant to the City of Montclair Records Retention Schedule [CC] 22
- C. Agreements
 - 1. Consider Approval of Agreement No. 21-37 with Atkinson, Andelson, Loya, Ruud & Romo to Provide Legal and Consulting Services Related to Litigation and Employee Relations Matters, and Authorizing City Manager Edward C. Starr to Sign Said Agreement [CC] 34
 - 2. Consider Approval of Agreement No. 21-39 with Misha L. Penn to Provide Grant Management and Fiscal Compliance Services for the Human Services Department [CC] 41
 - 3. Consider Approval of Agreement No. 21-40 with Suzanne Yoakum to Provide Case Management Services for the Senior Center [CC] 55
 - 4. Consider Approval of Agreement No. 21-41 with Ontario–Montclair School District to Provide a Licensed Clinical Social Worker for the Case Management Program [CC] 69
 - 5. Consider Approval of Agreement No. 21-42 with the San Bernardino County Department of Aging and Adult Services to Support Senior Center Activities and the Senior Transportation Program [CC] 75

- 6. Consider Approval of Agreement No. 21-46 with the Montclair Chamber of Commerce to Provide Services to Promote Local Economic Development [CC] 117
- 7. Consider Approval of Agreement No. 21-48 with AARP to Accept an Award for the 2021 Community Challenge Grant to Enhance the Montclair Community Garden [MCF] 123
- 8. Consider Approval of Agreement No. 21-49 with Ontario-Montclair School District to Support the Montclair After-School Program [CC] 129
- 9. Consider Approval of Agreement No. 21-50 with Ontario-Montclair School District to Support the Montclair After-School Summer Expanded Learning Program [CC] 140
- 10. Consider Approval of Agreement No. 20-51 with Civic Publications, Inc., to Provide Public Education and Community Outreach Services [CC] 151

D. Resolutions

- 1. Consider Adoption of Resolution No. 21-3315 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 154

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

A. Department Reports

- 1. Police — Firework Enforcement Detail & National Night Out
- 2. Human Services — Summer Concerts & Movies in the Park

B. City Attorney

- 1. 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

- 2. Request to Meet in Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations [CC]

Property: 9143 Monte Vista Ave. Montclair (APNs 1008-171-04 & -05)

Negotiating Parties: City of Montclair and Tan Family Living Trust

City Negotiator: Edward C. Starr, City Manager

Under Negotiation: Recommendations Regarding Purchase Price

C. City Manager/Executive Director

D. Mayor/Chairperson

E. Council Members/Directors

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

1. Personnel Committee Meeting — June 21, 2021 [CC]

159

XI. CLOSED SESSION

XII. CLOSED SESSION 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, August 2, 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 to request documents via e-mail.

If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (909) 625-9416 or e-mail cityclerk@cityofmontclair.org. Notification prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Andrea M. Myrick, 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, July 15, 2021.

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:

| TTM 20384 – Zoning Compliance with M-1 Development Standards | | | |
|---------------------------------------------------------------------|-------------------------|--------------------------|--------------------------|
| <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-july-19-2021-700-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: There would be no fiscal impact for the City Council to continue the matter to its next regularly scheduled meeting date.

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 conduct a public hearing and adopt 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.

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. Myrick, 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. Myrick
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

| | | | |
|------------------|-----------------------------------------------------|-------------------|------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | FIN520 |
| SECTION: | CONSENT - ADMIN. REPORTS | DEPT.: | FINANCE |
| ITEM NO.: | 1 | PREPARER: | J. KULBECK |
| SUBJECT: | CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT | | |

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending June 30, 2021.

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

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

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending June 30, 2021.



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|------------------------------------------------------------------|-------------------|------------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | FIN540 |
| SECTION: | CONSENT - ADMIN. REPORTS | DEPT.: | FINANCE |
| ITEM NO.: | 2 | PREPARER: | L. LEW/V. FLORES |
| SUBJECT: | CONSIDER APPROVAL OF WARRANT REGISTERS AND PAYROLL DOCUMENTATION | | |

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

BACKGROUND: Mayor Pro Tem Ruh has examined the Warrant Registers dated July 5, 2021, and July 19, 2021; and the Payroll Documentations dated June 6, 2021, and June 20, 2021, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated July 5, 2021, totals \$991,964.40.

The Warrant Register dated July 19, 2021, totals \$620,232.35.

The Payroll Documentation dated June 6, 2021 totals \$589,092.40 gross, with \$406,902.66 net being the total cash disbursement.

The Payroll Documentation dated June 20, 2021 totals \$731,544.63 gross, with \$488,562.86 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|-----------------------------------------------------|-------------------|------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | FIN510 |
| SECTION: | CONSENT - ADMIN. REPORTS | DEPT.: | SA |
| ITEM NO.: | 3 | PREPARER: | C. RAMIREZ |
| SUBJECT: | CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT | | |

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors (Successor Agency Board) is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending June 30, 2021, pursuant to state law.

BACKGROUND: Included in the Successor Agency Board's agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending June 30, 2021.

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

RECOMMENDATION: Staff recommends the Successor Agency Board receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending June 30, 2021.



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|---------------------------------------|-------------------|------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | FIN530 |
| SECTION: | CONSENT - ADMIN. REPORTS | DEPT.: | SA |
| ITEM NO.: | 4 | PREPARER: | C. RAMIREZ |
| SUBJECT: | CONSIDER APPROVAL OF WARRANT REGISTER | | |

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending June 30, 2021, pursuant to state law.

BACKGROUND: Vice Chair Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 06.01.21-06.30.21 in the amounts of \$7,299.49 for the Combined Operating Fund and \$0.00 for the Redevelopment Obligation Retirement Funds, and finds it to be in order.

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

RECOMMENDATION: Vice Chair Ruh recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending June 30, 2021.



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|-----------------------------------------------------|-------------------|------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | FIN525 |
| SECTION: | CONSENT - ADMIN. REPORTS | DEPT.: | MHC |
| ITEM NO.: | 5 | PREPARER: | C. RAMIREZ |
| SUBJECT: | CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT | | |

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending June 30, 2021, pursuant to state law.

BACKGROUND: Included in the Montclair Housing Corporation Board agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2021.

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

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2021.



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|---------------------------------------|-------------------|------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | FIN545 |
| SECTION: | CONSENT - ADMIN. REPORTS | DEPT.: | MHC |
| ITEM NO.: | 6 | PREPARER: | C. RAMIREZ |
| SUBJECT: | CONSIDER APPROVAL OF WARRANT REGISTER | | |

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2021, pursuant to state law.

BACKGROUND: Vice Chair Ruh has examined the Warrant Register dated 06.01.21-06.30.21 in the amount of \$43,486.07 for the Montclair Housing Corporation and finds it to be in order.

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

RECOMMENDATION: Vice Chair Ruh recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending June 30, 2021.



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|-----------------------------------------------------|-------------------|------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | FIN525 |
| SECTION: | CONSENT - ADMIN. REPORTS | DEPT.: | MHA |
| ITEM NO.: | 7 | PREPARER: | C. RAMIREZ |
| SUBJECT: | CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT | | |

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending June 30, 2021, pursuant to state law.

BACKGROUND: Included in the Montclair Housing Authority Commission's agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2021.

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

RECOMMENDATION: Staff recommends the Montclair Housing Authority Commission receive and file the Treasurer's Report for the month ending June 30, 2021.



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|---------------------------------------|-------------------|------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | FIN545 |
| SECTION: | CONSENT - ADMIN. REPORTS | DEPT.: | MHA |
| ITEM NO.: | 8 | PREPARER: | C. RAMIREZ |
| SUBJECT: | CONSIDER APPROVAL OF WARRANT REGISTER | | |

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2021, pursuant to state law.

BACKGROUND: Vice Chair Ruh has examined the Warrant Register dated 06.01.21-06.30.21 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

RECOMMENDATION: Vice Chair Ruh recommends the Montclair Housing Authority Commission approve the Warrant Register for the period ending June 30, 2021.



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | TRN110A |
| SECTION: | CONSENT - ADMIN. REPORTS | DEPT.: | PUBLIC WORKS |
| ITEM NO.: | 9 | PREPARER: | S. STANTON |
| 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 | | |

REASON FOR CONSIDERATION: By the City Council action on April 19, 2021, Resolution No. 21-3307 was adopted declaring a need for emergency contracting procedures for the Pacific Electric 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 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, and links our residents and the 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 Pacific Electric trail is a vital connection to this important transportation hub.

On March 21, 2021, the Pacific Electric 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 trail. A structural engineer who investigated the magnitude and extent of the damage declared the bridge a total loss and recommended replacement. 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 Pacific Electric Trail. To that end, SBCTA has shown good faith and leadership by offering to cover a percent of the cost, up to \$100,000, to replace the bridge through its Transportation Development Act (TDA) Grant Program. The City would fund the project and seek reimbursement from SBCTA at a future date.

Currently Pacific Electric 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 engineering consultant, BCA, has been brought on to design the bridge deck and modifications to the existing bridge substructure and foundations to accept the new bridge. Once the design is completed, the bridge deck will be ordered and delivered to the site. 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 Pacific Electric Trail Bridge is estimated at \$500,000 and will be funded from the General Fund Reserve. SBCTA has confirmed its intent to contribute \$100,000 from the TDA Grant Program to offset the costs associated with the bridge replacement.

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



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | CCK280 |
| SECTION: | CONSENT - ADMIN. REPORTS | DEPT.: | CITY MGR./CITY CLERK |
| ITEM NO.: | 10 | PREPARER: | A. MYRICK |
| SUBJECT: | CONSIDER AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE PUBLIC RECORDS PURSUANT TO THE CITY OF MONTCLAIR RECORDS RETENTION SCHEDULE | | |

REASON FOR CONSIDERATION: The City Council is requested to authorize the destruction of certain obsolete public records pursuant to the City of Montclair Records Retention Schedule.

The subject records requested for destruction are listed on the attached *City of Montclair Destruction of Public Records Forms*. The current lists consist of records from the Police Department, Finance, and Personnel.

BACKGROUND: On November 19, 2012, the City Council adopted Resolution No. 12-2973 establishing the Montclair Records Retention Schedule as the City of Montclair's Official Records Management Program, and providing ongoing authority for the destruction of obsolete public records in accordance with the Records Retention Schedule by the City Clerk, with review and consent by the City Attorney. This allowed the City to free up office space used solely for the storage of boxes of records, and to reduce the costs of off-site records storage for hundreds of boxes of obsolete documents. While the practice of administratively destroying obsolete records was successful in reducing storage costs and has been used by many cities over the past decade, recent legal attention to the practice have resulted in a return to using the City Council approval process for the destruction of obsolete records in accordance with the Records Retention Schedule on a periodic basis.

Off-Site Records Storage Facility

In 1992, the City entered into Agreement No. 92-81 with Archives for off-site records storage and other records services. Archives was a small family-owned business located in Montclair, and staff enjoyed many benefits including a low rate for same-day delivery of records or free self-retrieval, and responsive customer service. In 2013, Certified acquired Archives and thereafter staff experienced several service issues, rapidly increasing costs, and learned of the relocation of City records to Pico Rivera without prior notification. In 2016, the City entered into Agreement No. 16-81 with Corodata, which exhibited lower rates, a closer storage facility in relation to Certified's, highly regarded customer service levels by other cities, and a web application for staff to view inventory and manage our records. The City then authorized destruction of approximately 500 boxes of records at Certified's facility that were far past their approved retention periods, transferred the remaining records to Corodata's secure records storage facility in Corona, and terminated our account with Certified (there was no contract other than the original Archives one).

FISCAL IMPACT: The current rate for Corodata to destroy records stored at its facility is \$6.70 per box, plus a supplemental energy charge on the total invoice of 4.5 percent. There are 172 boxes of Personnel and Finance records stored at Corodata due for destruction. The total cost to have Corodata destroy the records would be \$1,204.26,

and the monthly storage rate would be reduced by \$34.51 (\$0.26 per box per month, plus the energy fee), for a total annual cost reduction of \$414.07 for one year, making the total net impact to the General Fund for the year \$790.39. The cost for this action would be charged to the City Clerk Contract Services budget (Account No. 1001-4314-52450-400-00000), which has sufficient funds to cover the charge. Upon destruction, the City would receive a Certificate of Destruction for our records from Corodata, which lists the boxes that were destroyed. The web application maintains the information that was associated with the destroyed boxes in its database, including staff-provided descriptions of what the boxes' contents were.

It should be noted that the cost for removal of the boxes from Corodata's inventory permanently to destroy the contents of the boxes ourselves would incur a much higher total cost, which would include fees of \$6.95 for removal, \$1.90 for retrieval, and \$2.45 for delivery for each box, and an \$18.90 charge for a one-way delivery trip (although it may take multiple trips), totaling an estimated \$2,050.81, assuming only one trip is needed and no additional fees apply.

The Police Department maintains the department's records within their facility, and will be using staff time and the City's monthly on-site shred service to destroy its records once approved.

RECOMMENDATION: Staff recommends the City Council authorize the destruction of certain public records pursuant to the Records Retention Schedule.



**CITY OF MONTCLAIR
DESTRUCTION OF PUBLIC RECORDS FORM**

DESTRUCTION OF PUBLIC RECORDS. Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the Montclair Records Retention Schedule.

Department: Finance

Page 1 of 8

| <i>Record type</i> | <i>Description</i> | <i>Period covered</i> | <i>Notes</i> |
|--------------------------------|------------------------------------------------------------------------------|------------------------------------|--------------|
| Accounts Receivable AU+4 | Boxes 603510[73-83]/1491-1501 Newegg Business, Robbins and Holdaway, etc. | FY 2014-15 | Corodata |
| Bank Deposits/Receipts AU+4 | Boxes 60337[493-504]/1454-1465 Cash Receipts | FY 2014-15 | Corodata |
| Bank Deposits/Receipts AU+4 | Boxes 603375[12-17], 60351[063-068]/ 1474-1487 Cash Receipts | FY 2015-16 | Corodata |
| Cashier's Reports AU+4 | Boxes 6035110[6-8]/1505-1507 Credit Card Receipts | 1/2014 - 6/2016 | Corodata |
| Warrant Checks AU+5 | Boxes 60474708/1430 and 60351128/1524 OF Wolfinbarger-Robbins & Holdaway | FY 2013-14, FY2015-16 | Corodata |
| Payroll AU+6 | Boxes 603375[08-11]/1471-1474 Payroll Miscellaneous | FY 2012-13 | Corodata |
| Checks AU + 5 | Boxes 603375[05,07]/1466, 1468 JD Statements | 7/2012 - 7/2013 4/2012 - 4/2013 | Corodata |
| Warrant Posting AU + 2 | Box 30351069/1487 MHA/MHC Warrants | FY 2013-14 | Corodata |

Approval for destruction of listed records:

Department Head: Jane Kulbeck

Date: 7/15/2021

Records Manager: Cathy Graves

Date: _____

City Clerk: _____

Date: _____

City Attorney: _____

Date: _____



**CITY OF MONTCLAIR
DESTRUCTION OF PUBLIC RECORDS FORM**

DESTRUCTION OF PUBLIC RECORDS. Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the Montclair Records Retention Schedule.

Department: Finance

Page 2 of 8

| <i>Record type</i> | <i>Description</i> | <i>Period covered</i> | <i>Notes</i> |
|----------------------------------|-----------------------------------------------------------------------------|--------------------------------|--------------|
| Accounts Receivable AU+4 | Boxes 603510[73-82]/1491-1501 Accounts Receivable | FY 2014-15 | Corodata |
| Bank Reconciliations AU+5 | Box 60633895/1539 Bank Reconciliations | FY 2013-14, 2014-15 | Corodata |
| Billing Records/Invoices AU+2 | Boxes 609906[42-46,51-53] / 1615-1619, 1624-1626 - Sewer and Trash | 2016-2018 | Corodata |
| Business Licenses T+4 | Boxes 60351[084-085]/1502-1503 Business License Cal Card, In Town Closed | FY 2014-15 | Corodata |
| Cashier's Reports AU+4 | Boxes 6035110[6-8]/1505-1507 Credit Card Receipts | 2014-2016 | Corodata |
| Checks AU+5 | Box 60351070/1488 WC Admsure Check Copies #3147-3886 | FY 2013-14 | Corodata |
| Checks AU+5 | Box 60351071 and 60633898/1489 and 1542 MHC JD Statements | FY 2014-15, 2015-16 | Corodata |
| Checks AU+5 | Box 60351072/1490 JD Statements/MHC/Coffee Fund (2009-2014) | 9/2011-6/2012 7/2013-6/2014 | Corodata |

Approval for destruction of listed records:

Department Head: *Jane Kullbeck*

Date: 7/15/2021

Records Manager: *Cathy Ghaus*

Date: _____

City Clerk: _____

Date: _____

City Attorney: _____

Date: _____



**CITY OF MONTCLAIR
DESTRUCTION OF PUBLIC RECORDS FORM**

DESTRUCTION OF PUBLIC RECORDS. Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the Montclair Records Retention Schedule.

Department: Finance

Page 3 of 8

| <i>Record type</i> | <i>Description</i> | <i>Period covered</i> | <i>Notes</i> |
|----------------------------------|----------------------------------------------------------------------|-----------------------------|--------------|
| Travel Expense Reimb AU+4 | Box 60990676/1645 Trip Forms | FY 2013-14, 14-15, 15-16 | Corodata |
| Bank Deposits/Receipts AU+4 | Boxes 604744[00,02,12,13]/1124,1269, 1283,1284,1282 Cash Receipts | FY 2010-11 | Corodata |
| Billing Records/Invoices AU+2 | Boxes 60633[899-900]/15[43-44] Sewer and Trash | Jan-Feb 2015 | Corodata |
| Cashier's Reports AU+4 | Box 60990710/1676 Credit Card Receipts | 10/2019-02-2020 | Corodata |
| Cashier's Reports AU+4 | Box 60474[423,432,447]/1382,1285, 1378 Cash Receipts | FY 2010-11 | Corodata |
| Warrant Checks AU+5 | Box 60474399/1125 Warrant | FY 2007-08 | Corodata |
| Cashier's Reports AU+4 | Box 60474422/1105 RDA Warrants Cash Receipts | FY 2007-08 | Corodata |
| Warrant Checks AU+5 | Box 60474458/1297 Warrants MVW-Off Depo-Smith | FY 2010-11 | Corodata |

Approval for destruction of listed records:

Department Head: Janet Kuebeck Date: 7/15/2021

Records Manager: Cathy Shaws Date: _____

City Clerk: _____ Date: _____

City Attorney: _____ Date: _____



**CITY OF MONTCLAIR
DESTRUCTION OF PUBLIC RECORDS FORM**

DESTRUCTION OF PUBLIC RECORDS. Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the Montclair Records Retention Schedule.

Department: Finance

Page 4 of 8

| <i>Record type</i> | <i>Description</i> | <i>Period covered</i> | <i>Notes</i> |
|---------------------------------------|----------------------------------------------------------|-----------------------|--------------|
| Accounts Receivable AU+4 | Box 60474508/1286 POS Register Tapes | 03/2009-09/2009 | Corodata |
| Bank Deposits/Receipts AU+4 | Boxes 604744[62,63,76]/1379,1377,1381 Cash Receipts | FY 2010-11 | Corodata |
| Bank Deposits/Receipts AU+4 | Boxes 60474[496,499,504]/1376,1278,1375 Cash Receipts | FY 2010-11 | Corodata |
| Cashier's Report AU+4 | Box 60474502/1401 Credit Card Receipts | FY 2010-11 | Corodata |
| Payroll AU+6 | Box 60474480/1299 Payroll Deduct Reg. | FY 2009-10 | Corodata |
| Warrant Posting AU+2 | Box 60474485/1296 Warrants Work Comp | FY 2010-11 | Corodata |
| Business License Apps/Reports CU+2 | Box 60474488/1313 Out of Town BL | FY 2010-11 | Corodata |
| Journal Entries/Vouchers AU+4 | Box 60474495/1166 General JE (MHC)-C/R (City-MHC-RDA) | FY 2006-07 | Corodata |

Approval for destruction of listed records:

Department Head: Jane Kullbeck Date: 7/15/2021

Records Manager: Cathy Ghaus Date: _____

City Clerk: _____ Date: _____

City Attorney: _____ Date: _____



**CITY OF MONTCLAIR
DESTRUCTION OF PUBLIC RECORDS FORM**

DESTRUCTION OF PUBLIC RECORDS. Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the Montclair Records Retention Schedule.

Department: Finance

Page 5 of 8

| <i>Record type</i> | <i>Description</i> | <i>Period covered</i> | <i>Notes</i> |
|---------------------------------------------------------|---------------------------------------------------------------------|-----------------------|--------------|
| Bank Deposits/Receipts AU+4 | Box 60474522/1279 Cash Receipts | FY 2010-11 | Corodata |
| Bank Deposits/Receipts AU+4 | Box 60474529/1402 Cash Receipts-Credit Card Receipts | FY 2010-11 | Corodata |
| Bank Deposits/Receipts AU+4 | Boxes 604745[36,47,72]/1412, 1281, 1403 Cash Receipts | FY 2010-11 2013-14 | Corodata |
| Payroll AU+6 | Boxes 60474[511-512]/1300,1298 Payroll DS Wrk Hist. Proof | FY 2009-10 | Corodata |
| Payroll AU+6, Labor Dist Rept AU+2, Acct Reconc CU+2 | Box 60474524/1301 Payroll FY 09/10, Acct. Reg., GL Labor Distrib | FY 2010-11 | Corodata |
| Payroll AU+6, Labor Dist Rept AU+2 | Box 60474590/1265 Payroll DOD Reg./Lab Dist/Comp. | FY 2007-08 | Corodata |
| Warrant Checks AU+5 | Box 60474535/1295 Warrants ATT Mobility Verizo | FY 2010-11 | Corodata |
| Business License Applications/Reports CL+2 | Box 60474527/1315 In Town BL | FY 2010-11 | Corodata |

Approval for destruction of listed records:

Department Head: Janet Kullbeck

Date: 7/15/2021

Records Manager: Cathy Ghaus

Date: _____

City Clerk: _____

Date: _____

City Attorney: _____

Date: _____



**CITY OF MONTCLAIR
DESTRUCTION OF PUBLIC RECORDS FORM**

DESTRUCTION OF PUBLIC RECORDS. Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the Montclair Records Retention Schedule.

Department: Finance

Page 6 of 8

| <i>Record type</i> | <i>Description</i> | <i>Period covered</i> | <i>Notes</i> |
|--------------------------------------|-----------------------------------------------------------------------------|------------------------|--------------|
| Cash Receipts & Summaries AU+4 | Box 60474593/1324 Cash Receipts | FY 2011-12 | Corodata |
| Cash Receipts & Summaries AU+4 | Boxes 604746[22,25,28,33]/1380, 1323,1280,1327 Cash Rcpts | FY 2010-11, 2011-12 | Corodata |
| Cash Receipts & Summaries AU+4 | Boxes 604746[07,09-12,14]/1326,1329,1328, 1322,1325 CR | FY 2011-12 | Corodata |
| Payroll/Timesheets AU+6 | Boxes 604746[60-61]/1302,1266 Payroll CK Proof List TimeCard; Timesheets | FY 2008-09, 2009-10 | Corodata |
| Warrant Checks AU+5 | Boxes 604746[15-16/1293,1287 Warrants Target BK-Zep MFG; A-B | FY 2010-11 | Corodata |
| Warrant Checks AU+5 | Boxes 60474[463,468,655]/1292,1294,1291 Warrants PepBoys; SCE-BOFA; L-P | FY 2010-11 | Corodata |
| Checks AU+5 | Box 60474606/1109 Treasurer's Report Ledger Imprest. | FY 2003-04, 2008-09 | Corodata |
| Business License App/Reports CL+2 | Box 60474649/1314 In Town BL | FY 2011-12 | Corodata |

Approval for destruction of listed records:

Department Head: Janet Kulbeck

Date: 7/15/2021

Records Manager: Cathy Graves

Date: _____

City Clerk: _____

Date: _____

City Attorney: _____

Date: _____



**CITY OF MONTCLAIR
DESTRUCTION OF PUBLIC RECORDS FORM**

DESTRUCTION OF PUBLIC RECORDS. Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the Montclair Records Retention Schedule.

Department: Finance

Page 7 of 8

| <i>Record type</i> | <i>Description</i> | <i>Period covered</i> | <i>Notes</i> |
|-------------------------------------|--------------------------------------------------------------------------------|------------------------|--------------|
| Bank Deposits/Receipts AU+4 | Box 60474698/1410 Cash Receipts | FY 2013-14 | Corodata |
| Payroll / Timesheets AU+6 | Boxes 604746[86,91]/1338,1267 Payroll Proof list; Accrual Register/Timecard | FY 2008-09 | Corodata |
| Warrant Checks AU+5 | Box 6047494/1434 Warrant SCGas-Z | FY 2013-14 | Corodata |
| Warrant Checks AU+5 | Box 60474695/1289 Warrants Counseling Team-G | FY 2010-11 | Corodata |
| Warrant Checks AU+5 | Boxes 60474[700-701]/1288,1290 Baldy View-Consolida; Galls-Konien Minolta | FY 2010-11 | Corodata |
| Business License App/Report CL+2 | Box 60474680/1438 In Town BL (closed accts)/Out of Town BL | FY 2013-14 | Corodata |
| Interest Income Allocation AU+4 | Box 60474684/1128 Transfers Allocations | FY 2006-07, 2007-08 | Corodata |
| Business License App/Report CL+2 | Box 60474702/1437 In Town BL (closed accts) | FY 2013-14 | Corodata |

Approval for destruction of listed records:

Department Head: Janet Kulbeck

Date: 7/15/2021

Records Manager: Cathy Graves

Date: _____

City Clerk: _____

Date: _____

City Attorney: _____

Date: _____



**CITY OF MONTCLAIR
DESTRUCTION OF PUBLIC RECORDS FORM**

DESTRUCTION OF PUBLIC RECORDS. Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the Montclair Records Retention Schedule.

Department: Finance

Page 8 of 8

| <i>Record type</i> | <i>Description</i> | <i>Period covered</i> | <i>Notes</i> |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------|
| Bank Deposits/Receipts AU+4 | Boxes 60474[713-714;716,725,729-730]/14[07,14,09,05,08,04] Cash Receipts CR | FY 2013-14 | Corodata |
| Bank Deposits/Receipts AU+4 | Boxes 60474[738-740]/1406,1413,1421 Cash Receipts | FY 2012-13, 2013-14 | Corodata |
| Bank Deposits/Receipts AU+4 | Box 60474743/1411 Cash Receipts CR | FY 2013-14 | Corodata |
| Billing Records/Invoices AU+2 | Boxes 60474[531-532,545-546,583-586,599-602]/1447,1443, 1448,1442,1445,1451,1446,1452,1450,1453,1444,1449 Sewer and Trash Receipts | 09/2013-06/2014 | Corodata |
| Warrant Checks AU+5 | Boxes 60474[703;708-710]/1425,1430,1427, 1433 Warr A-Verizon | FY 2013-14 | Corodata |
| Warrant Checks AU+5 | Box 60474[715,735]/14[28,31] Warr Hall-Lowe's; Office Depot-Safari Land | FY 2013-14 | Corodata |
| Warrant Checks AU+5 | Boxes 60474[741-742,744]/1429,1426,1432 Warr Calcard-Lientek Solu; C-CWS; Sam Wells-SCE | FY 2013-14 | Corodata |
| | | | |

Approval for destruction of listed records:

Department Head: Janet Kuelbeck

Date: 7/15/2021

Records Manager: Cathy Shaws

Date: _____

City Clerk: _____

Date: _____

City Attorney: _____

Date: _____



MONTCLAIR

CITY OF MONTCLAIR

DESTRUCTION OF PUBLIC RECORDS FORM

Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the City of Montclair's Records Retention Schedule.

Department: Police

Page 1 of 1

| Record type & Retention Period | Description of Records | Period covered | Additional Notes |
|------------------------------------|---------------------------------------------------------------------------------------------|----------------|------------------------------|
| BG Investigation Non-Hired T+2 | Background Investigation of applicants not hired. | 2018 | BG=Background |
| License-2nd Hand Dealer CU+2 | Lic. doc related to 2nd hand dealer permits. Businesses no longer have license. | 2017-2018 | Lic=License Doc=documents |
| TS and OT/Time off Sheets CU+6 | Timesheets, Leave Request Forms, Overtime forms, Shift Trade Forms | 2013-2014 | TS=Timesheets |
| Personnel Files T+10 | Includes PD Personnel files, training files, bg investigation file, employee/vol photos | 2010 | Vol= Volunteer |
| Administrative Investigations CL+5 | Includes applicable docs/records related to the initial complaint, investigation & findings | 2012-2015 | Docs= documents |
| Use of Force Review CL+30 months | Includes review forms, arrest copies, logs, and findings | 2015 | |
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| | | | |
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| | | | |
| | | | |

Approval for destruction of listed records:

Dept. Records Manager: J. Keppner

Date: 4-7-21

Department Head: [Signature]

Date: 4-7-21

City Clerk: [Signature]

Date: 4-12-21

City Attorney: [Signature]

Date: 4-12-21



**CITY OF MONTCLAIR
DESTRUCTION OF PUBLIC RECORDS FORM**

DESTRUCTION OF PUBLIC RECORDS. Please refer to the City of Montclair Records Retention Schedule for record retention guidelines for each department.

The retention period has expired for the records listed below pursuant to the Montclair Records Retention Schedule.

Department: Personnel

Page 1 of 1

| <i>Record type</i> | <i>Description</i> | <i>Period covered</i> | <i>Notes</i> |
|-------------------------------|-----------------------------------------------------------------------------------------------|---------------------------------|--------------|
| Accounts Payable AU+4 | Box 60351086/PER 190 Health Insurance Retiree Reimbursements | FY 2012-13 | Corodata |
| Accounts Payable AU+4 | Box 60351087/PER 189 Health Insurance Direct Deposit | FY 2011-12 | Corodata |
| Litigation/Lawsuits CL+5 | Box 60351[088, 091, 105] PER 209, 212, 191 Amaro-Woll Claims Against the City of Montclair | 5/2008-6/2016 | Corodata |
| Personnel Recruitment CL+3 | Boxes 6035114[3-5] PER 193-195 Recruitment Files | 2015-2016 | Corodata |
| Accounts Payable AU+4 | Boxes 603511[59-62]/PER 185-188 Retiree Reimbursements, Direct Deposit | FY 2008-09, 2009-10, 2010-11 | Corodata |
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| | | | |
| | | | |

Approval for destruction of listed records:

Department Head: _____

Date: 7/15/2021

Records Manager: _____

Date: _____

City Clerk: _____

Date: _____

City Attorney: _____

Date: _____

ATTORNEY REPRESENTATION AGREEMENT

I. PARTIES

This Attorney Representation Agreement ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as "Attorney" or the "Law Firm" and the CITY OF MONTCLAIR, hereinafter referred to as "Client."

II. PURPOSE

Client desires to retain and engage Law Firm to provide services and consultation relating to general labor and employment law needs and other services on an as-needed basis. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Hourly Rate Services

Client agrees to pay the Law Firm at the following standard hourly rates:

Partners/Senior Counsel: \$325.00

Associates (depending on years of professional experience): \$270.00 - \$300.00

Paralegals: \$210.00

The rate structure set forth above and the individual billing rates of the Law Firm members providing services to Client shall increase by \$7.50 per year, commencing on July 1, 2022.

2. Costs and Expenses

In addition to the fees described above, Client agrees to pay a five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to Client. This administrative fee is in lieu of charging Client for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of Client are not included and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of Client

with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from Client by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of Client in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 60 days will be subject to a 1% per month service charge.

2. Hourly rate services shall be charged to Client at a minimum increment of one-tenth hour, including reasonable travel time billed portal-to-portal. When time spent by Attorney on a particular service exceeds one-tenth hour, the charge will be rounded up to the next one-tenth hour increment.

3. Client agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement.

4. After the conclusion of a particular engagement (e.g. an investigation) should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of that engagement, the Client shall compensate the Firm at its then applicable rates for time expended, including all required preparation time.

C. Termination of Representation

Client has the right, at any time, and either with or without good cause, to discharge the Law Firm as its attorneys. In the event of such a discharge of the Law Firm by Client, however, any and all unpaid attorneys' fees and costs owing to the Firm by Client shall be immediately due and payable.

The Law Firm reserves the right to discontinue the performance of legal services on behalf of Client on a particular matter upon the occurrence of anyone or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of Client to perform any of Client's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill; or,

4. Upon failure to cooperate with Law Firm as described in paragraph E.

In the event that the Law Firm ceases to perform legal services for Client, Client agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced. Further, the Client agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, Client will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Possible Third Party Conflicts

The Firm has a number of attorneys. The Firm may currently or in the future represent one or more other clients in matters involving Client. The Firm undertakes this engagement on the condition that the Firm may represent another client in a matter in which the Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to the Firm's representation of Client and in the course of representing Client attorneys of the Firm have not obtained confidential information of Client material to the representation of the other client ("Permitted Adverse Representation"). Client's consent to this arrangement is required because of its possible adverse effects on performance of the Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify the Firm from representing such other client in any Permitted Adverse Representation.

E. Client Cooperation

Client understands and agrees that, in order for the Law Firm to represent Client effectively, it is necessary for Client to assist and cooperate with the Law Firm during this engagement. Client agrees to: (1) make its employees and officials available to discuss issues as they arise; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to us on a timely basis. Noncooperation will be grounds for the Law Firm's withdrawal from representing Client on a particular matter. It is essential that Client and the Law Firm maintain open communications.

F. Identification of Insurance Coverage

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, Client agrees that it has the responsibility, rather than the Law Firm, to

identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure Client. If Client desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between Client and the Law Firm to that effect will be required.

G. Arbitration: Waiver of Jury Trial

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, breach of fiduciary duty, misrepresentation, or conflict of interest, such dispute shall be resolved by confidential and binding arbitration upon the written request of one party after service of that request on the other party.

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute unlike in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior Court of Los Angeles County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

The parties shall each have the right of discovery in accordance with Code of Civil Procedure Section 1283. Arbitrations conducted pursuant to this agreement permit the same discovery rights as in a court proceeding. Each party shall bear their own costs and attorney fees, including payments to the arbitrator which can be significantly more costly than the filing fee in Court proceedings where costs may be awarded to the prevailing party. Each party to this agreement waives and therefore gives up important constitutional rights in arbitration as the arbitrator's decision is final. There is no right to appeal to challenge any errors made in the arbitration proceeding. Unlike court proceedings, arbitration proceedings are conducted privately and the outcome will remain confidential. There is no right to a trial by a judge or jury of one's peers. There is no limitation on the type of monetary damage that can be awarded by the arbitrator. The client is advised that the client has the right to have an independent lawyer of client's choice review this arbitration provision.

H. Protection of Client Confidences - High Tech Communication Devices

The Law Firm is aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that Client and the Law Firm agree from the outset what kinds of communications technology the Law Firm should employ in the course of representing Client. For example, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, Client should only provide the Law Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to Client for receiving confidential communications from the Law Firm. Client agrees that the Law Firm may use any of the cellular

numbers, facsimile numbers and email addresses other than those which you specify in writing that the Law Firm should not use.

I. Document Retention and Destruction

After a file on a matter is closed, Client has a right to request the Law Firm to return the file to Client. Absent such a request, the Law Firm shall retain the file on Client's behalf for a period of five (5) years. Following this period of time, the Law Firm will destroy such files.

J. Miscellaneous

1. Law Firm and Client agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of Client.
2. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. Entire Agreement

This Agreement represents the entire agreement between Client and the Law Firm unless a particular matter is covered by a separate written agreement. By execution of this Agreement, Client certifies that it has carefully reviewed and understands the contents of this Agreement and agrees to be bound by all of its terms and conditions. Furthermore, Client acknowledges that the Law Firm has made no representations or guarantees regarding the outcome, or the time necessary to complete or resolve a particular matter. No change or waiver of any of the provisions of this Agreement will be binding on either Client or the Law Firm unless the change is in writing and signed by both Client and the Law Firm.

IV. DURATION

This Agreement shall commence on June 28, 2021. The attorney-client relationship between the Firm and Client will cease at the conclusion of the matter(s) specified above. If the Firm is not asked by Client to provide advice for a period of one (1) year from the last date the Firm provided such advice, both Client and the Firm agree that the attorney-client relationship

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terminated on the last date the Firm provided advice without further action or notice by either party.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: 6/30/21

By: 
Kevin R. Dale

“Client”

CITY OF MONTCLAIR

Dated: _____

By: _____
Edward C. Starr, City Manager



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | HSV020 |
| SECTION: | CONSENT - AGREEMENTS | DEPT.: | HUMAN SVCS. |
| ITEM NO.: | 2 | PREPARER: | A. COLUNGA |
| SUBJECT: | CONSIDER APPROVAL OF AGREEMENT NO. 21-39 WITH MISHA L. PENN TO PROVIDE GRANT MANAGEMENT AND FISCAL COMPLIANCE SERVICES FOR THE HUMAN SERVICES DEPARTMENT | | |

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-39 with Misha L. Penn to provide grant management and fiscal compliance services for the Human Services Department.

A copy of proposed Agreement No. 21-39 is attached for the City Council's review and consideration.

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

As part of the Healthy Montclair Initiative, the Human Services Department applies for and receives grant funding for various programs from private foundations, San Bernardino County, and the State of California—some of which include federal funding. For the past eight years, Ms. Misha L. Penn has supported the Human Services Department with grant management and fiscal compliance. Ms. Penn has a bachelor's degree in Business Administration and a combined 32 years of experience in contract management, grant compliance, program finance, and project implementation covering public, private, and non-profit sectors. Under this proposed contract services agreement, Ms. Penn will continue to support the Human Services Department as an independent contractor.

FISCAL IMPACT: This contractual obligation of \$30,000 will be funded with existing Human Services Department grant budgets allocated and approved within the Fiscal Year 2021-22 Human Services Department budget. Should the City Council approve Agreement No. 21-39, there would be no adverse impact to the City's General Fund. The term of proposed Agreement No. 21-39 is July 1, 2021 through June 30, 2022.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 21-39 with Misha L. Penn to provide grant management and fiscal compliance services for the Human Services Department.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

HUMAN SERVICES - PROGRAM FISCAL AND CONTRACT COMPLIANCE

THIS AGREEMENT is made and effective as of July 1, 2021 between the City of Montclair, a municipal corporation (“City”) and Misha L. Penn, a California sole proprietor (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on July 1, 2021 and shall remain and continue in effect for a period of 12 months until tasks described herein are completed, but in no event later than June 30, 2022 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. This amount is subject to receipt of grant funding and shall not exceed \$30,000 for the

total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure

the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

omissions, or intentional misconduct of Consultant, including its subcontractors, employees, agents, and other persons or entities performing work for Consultant.

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

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

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties’ benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant’s officers, agents, representatives, employees, independent contractors,

subconsultants or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

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

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

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

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

10. INSURANCE

(a) Types of Required Coverages

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

- (1) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits

of \$100,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

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

(b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

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

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

(c) Notice of Cancellation

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

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or

similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City’s right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

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

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

17. ASSIGNMENT

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

Consultant’s responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONFIDENTIALITY

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

22. DISCRIMINATION

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR

CONSULTANT

By: _____
Javier John Dutrey, Mayor

By: _____
Misha L. Penn, Consultant

Attest:

By: _____
Andrea M. Myrick, City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

EXHIBIT A

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

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

EXHIBIT B

Payment Schedule

| <u>Month</u> | <u>Amount</u> |
|---------------------|----------------------|
| July | \$2,500.00 |
| August | \$2,500.00 |
| September | \$2,500.00 |
| October | \$2,500.00 |
| November | \$2,500.00 |
| December | \$2,500.00 |
| January | \$2,500.00 |
| February | \$2,500.00 |
| March | \$2,500.00 |
| April | \$2,500.00 |
| May | \$2,500.00 |
| June | <u>\$2,500.00</u> |
| Total | \$30,000.00 |



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | HSV043 |
| SECTION: | CONSENT - AGREEMENTS | DEPT.: | HUMAN SVCS. |
| ITEM NO.: | 3 | PREPARER: | A. COLUNGA |
| SUBJECT: | CONSIDER APPROVAL OF AGREEMENT NO. 21-40 WITH SUZANNE YOAKUM TO PROVIDE CASE MANAGEMENT SERVICES FOR THE SENIOR CENTER | | |

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-40 with Suzanne Yoakum to provide case management services for the Senior Center.

A copy of proposed Agreement No. 21-40 is attached for the City Council's review and consideration.

BACKGROUND: Case Management is a component of the Healthy Montclair initiative; the purpose of the Healthy Montclair Initiative is to achieve an excellence in quality of life for those who live, work, play, eat, and shop in Montclair. The City of Montclair was one of the first cities in California to be designated a Healthy City from California Healthy Cities and Communities, an initiative of Center for Civic partnerships in 1998. Further, in 2006 the City of Montclair was a founding member of the San Bernardino County Department of Public Health's countywide Healthy Communities initiative. Since this time, the Healthy Montclair Initiative has flourished. Healthy Montclair defines health as a state of complete physical, mental, and social wellbeing and not merely the absence of disease or infirmity.

The Human Services Department provides case management services under the Senior programs offered at the Montclair Senior Center. Ms. Yoakum has performed these case management services at the Senior Center for many years. Ms. Yoakum has extensive experience working in the social services field as well as being an educator in gerontology and a board member of local senior-serving non-profits. Under this proposed contract services agreement, in her role as case manager for the Senior Center, she will assist in guiding individuals and families to attain financial stability, including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances.

FISCAL IMPACT: Should the City Council approve Agreement No. 21-40, the City's contractual obligation for senior case management will be \$2,000. The funding for proposed Agreement No. 21-40 was allocated and approved within the Fiscal Year 2021-22 Human Services Department budget. The term of proposed Agreement No. 21-40 is July 1, 2021, through June 30, 2022.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 21-40 with Suzanne Yoakum to provide case management services for the Senior Center.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

HUMAN SERVICES - PROGRAM FISCAL AND CONTRACT COMPLIANCE

THIS AGREEMENT is made and effective as of July 1, 2021 between the City of Montclair, a municipal corporation ("City") and Suzanne Yoakum, a California sole proprietor ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on July 1, 2021 and shall remain and continue in effect for a period of 12 months until tasks described herein are completed, but in no event later than June 30, 2022 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. This amount is subject to receipt of grant funding and shall not exceed \$2,000 for the

total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure

the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

omissions, or intentional misconduct of Consultant, including its subcontractors, employees, agents, and other persons or entities performing work for Consultant.

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

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

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid to the Indemnified Parties’ benefit, any and all damages, fines, penalties, and loss or theft of property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct of Consultant or of Consultant’s officers, agents, representatives, employees, independent contractors,

subconsultants or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

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

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

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

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

10. INSURANCE

(a) Types of Required Coverages

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

- (1) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits

of \$100,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

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

(b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

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

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

(c) Notice of Cancellation

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

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or

similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City’s right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

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

| | |
|----------------|-----------------------------------------------------------|
| To Consultant: | Sue Yoakum 1400 W. Francis Avenue Ontario, CA 91762 |
|----------------|-----------------------------------------------------------|

17. ASSIGNMENT

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

Consultant’s responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONFIDENTIALITY

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

22. DISCRIMINATION

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR

CONSULTANT

By: _____
Javier John Dutrey, Mayor

By: _____
Suzanne Yoakum, Consultant

Attest:

By: _____
Andrea M. Myrick, City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

EXHIBIT A

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

- a) Share technical expertise and provide guidance to the Human Services staff on senior needs.
- b) Provide case management to assist seniors and individuals and families in attaining financial stability including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances. In addition, provide case management to those with more complex needs referred by Human Services Department Staff.
- c) Service at least 50 case management clients
- d) Collect and maintain required paperwork, as determined by Human Services Department Staff.
- e) Assist with compiling information and reporting case management information as required.
- f) Provide monthly invoices by the 5th of the following month to Alyssa Colunga, Administrative Analyst acolunga@cityofmontclair.org along with a written accounting and confirmation of tasks performed each month.

EXHIBIT B

Payment Schedule

| <u>Month</u> | <u>Amount</u> |
|---------------------|----------------------|
| July | \$170.00 |
| August | \$170.00 |
| September | \$170.00 |
| October | \$170.00 |
| November | \$170.00 |
| December | \$170.00 |
| January | \$170.00 |
| February | \$170.00 |
| March | \$170.00 |
| April | \$170.00 |
| May | \$170.00 |
| June | <u>\$130.00</u> |
| Total | \$2,000.00 |



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | HSV044 |
| SECTION: | CONSENT - AGREEMENTS | DEPT.: | HUMAN SVCS. |
| ITEM NO.: | 4 | PREPARER: | A. COLUNGA |
| SUBJECT: | CONSIDER APPROVAL OF AGREEMENT NO. 21-41 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO PROVIDE A LICENSED CLINICAL SOCIAL WORKER FOR THE CASE MANAGEMENT PROGRAM | | |

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-41 with the Ontario-Montclair School District (OMSD) to continue the services of a Licensed Clinical Social Worker (LCSW) for the Montclair Community Collaborative's case management program.

A copy of proposed Agreement No. 21-41 is attached for the City Council's review and consideration.

BACKGROUND: In December 1999, the City Council approved Agreement No. 99-108 with OMSD to provide LCSW services for the Montclair Community Collaborative's case management program. This original contract was designed as a partnership between the City of Montclair and OMSD whereby each agency contributes 50 percent of the salary and benefits for the LCSW position.

The LCSW position works with other service delivery providers to intervene and assist at-risk children and adults in the Montclair community. Through the case management system and coordination of services with other professionals including Police and Code Enforcement Officers, Child or Adult Protective Services, community-based organizations, and mental health professionals, there is a higher level of effectiveness and less duplication of services.

FISCAL IMPACT: Should the City Council approve Agreement No. 21-41, the City's contractual obligation for the LCSW position will be \$4,178 per month. The funding for proposed Agreement No. 21-41 was allocated and approved within the Fiscal Year 2021-22 Human Services Department budget. The term of proposed Agreement No. 21-41 is July 1, 2021, through June 30, 2022.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 21-41 with OMSD to provide a Licensed Clinical Social Worker for the case management program.

**CITY OF MONTCLAIR
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763
(909) 626-8571**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 19th day of July 2021 by and between the City of Montclair, hereinafter referred to as the “**CITY**,” and the Ontario-Montclair School District, 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 by the **CITY**.

(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.

(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 **CITY** and **CONSULTANT's** agent or employees. **CONSULTANT** assumes exclusively the 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 **CITY's** employees and shall not be considered in any manner to be **CITY'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.

2. Compensation.

(a) Except as otherwise provided in the Agreement, **CITY** agrees to compensate **CONSULTANT** for services rendered under the Agreement in the total amount of \$4,178 per month.

(b) **CITY** will pay no additional amount for travel or other expenses of **CONSULTANT** under this Agreement.

(c) **CONSULTANT** will invoice **CITY** for each month of service through the contract term.

(d) **CITY** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but 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.

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. **CITY** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **CITY** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **CITY** 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 attached "Description of Services" 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) 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. **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(c) **CONSULTANT** shall defend, indemnify and hold **CITY** 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 for 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 **CONSULTANT**, its officers, employees, agents or staff.

(d) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **CONSULTANT** without the prior written consent of **CITY**.

5. Obligations of City.

(a) **CITY** 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) **CITY** shall defend, indemnify and hold **CONSULTANT** and its Board Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for 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 **CITY**, its officers, employees, agents 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, **CITY** may terminate this Agreement by giving written 30-day notification to **CONSULTANT**.

(c) If at any time during the performance of this Agreement **CITY** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **CITY** 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 **CITY** 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 **CITY** to **CONSULTANT**, if any, shall be refundable to **CITY** in full termination of this Agreement unless specified to the contrary below.

7. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effected 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 **CITY** and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) **CITY** and **CONSULTANT** mutually agree that for copyright purposes, any written material or any copyrightable work of any nature created by **CONSULTANT** pursuant to this Agreement shall be owned by **CONSULTANT** and shall not be considered a "work made for hire" as such term is defined in Title 17 of the United States Code, Section 101, and that **CITY** shall own all of the rights comprised in the copyright of said written material or copyrightable work.

(c) 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 matter 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 promises 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 **CITY** may unilaterally amend the Agreement to accomplish the changes listed below:

1. Increase dollar amount;
2. Administrative changes; and
3. Changes as required by law.

(d) 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.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records and files of **CITY**, **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 or the State of California, at the request of **CITY** or as part of any audit of **CITY**, 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.

(g) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

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

“CITY”

By:

“CONSULTANT”

By:

Signature

Signature

Javier John Dutrey
Printed Name

Phil Hillman
Printed Name

Mayor
Title

Chief Business Officer
Title

ATTEST:

950 West “D” Street
Address

Andrea M. Myrick
City Clerk

Ontario CA 91762
City State Zip

(909) 445-2500
Telephone Number

Date: _____

Date: _____

Date of City Council’s Approval:

END OF AGREEMENT FOR CONSULTANT SERVICES

Description of Services

Services to be initiated through the attached agreement will be performed through the case management portion of the Montclair Community Collaborative, a partnership between the City of Montclair, Ontario-Montclair School District, and other community partners. The following description of services specify the scope of work for a contracted "Case Manager" which include:

- 1) Serve as coordinator of the case management system by working with City staff from all departments. Primary City interactions will occur through the Human Services Department.
- 2) Follow all protocol, mandates, and confidentiality laws while providing case management services and receiving referrals through designated City of Montclair staff.
- 3) Work with school district, County, and other service providers to implement case management services.
- 4) Process assessment and intakes for referred individuals and gather necessary information from referring City staff, school, family members, and other service providers as needed. Maintain appropriate records.
- 5) Provide triage for counseling services as needed.
- 6) Oversee the extension of services through the supervision of LCSW, MFCC, and/or MSW interns. Interns will provide allied case management services.
- 7) Provision of services will occur through the City of Montclair Human Services Department as needed.
- 8) Monthly service delivery meetings will occur between the Case Manager and the City's Human Services Director.



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | HSV105 |
| SECTION: | CONSENT - AGREEMENTS | DEPT.: | HUMAN SVCS. |
| ITEM NO.: | 5 | PREPARER: | A. COLUNGA |
| SUBJECT: | CONSIDER APPROVAL OF AGREEMENT NO. 21-42 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO SUPPORT SENIOR CENTER ACTIVITIES AND THE SENIOR TRANSPORTATION PROGRAM | | |

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-42 with the San Bernardino County Department of Aging and Adult Services (DAAS) to support Senior Center activities and the Senior Transportation Program.

A copy of proposed Agreement No. 21-42 is attached for the City Council's review and consideration.

BACKGROUND: The San Bernardino County Department of Aging and Adult Services has awarded the City a contract through the Senior Supportive Services Program to provide funding to support the Senior Center activities and the Senior Transportation Program for older adults, ages 60 and over. The three-year grant is for a not-to-exceed grant amount of \$165,000. The City of Montclair is contracted to annually serve 40 participants and provide 3,500 units of service (one unit is equivalent to a one-way trip) plus 48 equivalent hours of Senior Center Activities.

The term of proposed Agreement No. 21-42 is July 1, 2021, through June 30, 2024.

FISCAL IMPACT: Should Agreement No. 21-42 be approved, the grant contract in the not-to-exceed amount of \$165,000 for three years would be awarded to the City to assist with paying staff salaries and other program costs.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 21-42 with the San Bernardino County Department of Aging and Adult Services to support Senior Center activities and the Senior Transportation Program

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



Contract Number

SAP Number

4400017289

Department of Aging and Adult Services

| | |
|-------------------------------------------|-------------------------------------------|
| Department Contract Representative | <u>Patty Steven, Contract Analyst</u> |
| Telephone Number | <u>909.388.0212</u> |
| Contractor | <u>City of Montclair</u> |
| Contractor Representative | <u>Marcia Richter</u> |
| Telephone Number | <u>909.625.9453</u> |
| Contract Term | <u>July 1, 2021 through June 30, 2024</u> |
| Original Contract Amount | <u>\$165,000</u> |
| Amendment Amount | <u>N/A</u> |
| Total Contract Amount | <u>\$165,000</u> |
| Cost Center | <u>5296001036</u> |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The San Bernardino County, hereafter referred to as "County," desires to provide Senior Supportive Services; and

WHEREAS, County has been allocated funds by Older Americans Act through the California Department of Aging to provide such services; and

WHEREAS, County finds City of Montclair, hereafter referred to as "Contractor," qualified to provide Senior Supportive Services; and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I. DEFINITIONS..... 3

II. CONTRACTOR RESPONSIBILITIES 4

III. CONTRACTOR GENERAL RESPONSIBILITIES 4

IV. COUNTY RESPONSIBILITIES 16

V. FISCAL PROVISIONS 16

VI. RIGHT TO MONITOR AND AUDIT19

VII. CORRECTION OF PERFORMANCE DEFICIENCIES 20

VIII.TERM 21

IX. EARLY TERMINATION..... 21

X. GENERAL PROVISIONS 21

XI. CONCLUSION 24

ATTACHMENTS

ATTACHMENT A – WORK PLAN

ATTACHMENT B – COMPLAINT AND GRIEVANCE PROCEDURE

ATTACHMENT C – ASSURANCE OF COMPLIANCE

ATTACHMENT D – OOA SENIOR PROGRAMS VOLUNTARY CONTRIBUTIONS FLYER

ATTACHMENT E – PROGRAM BUDGET

I. DEFINITIONS

- A. Area Agency on Aging (AAA) – In 1976, the State of California designated San Bernardino County (County) as an Area Agency on Aging. As a result of this designation, DAAS receives funding from the California Department of Aging to administer the programs authorized by the Older Americans Act.
- B. Activities of Daily Living (ADL) - include bathing, eating, toileting, transferring in and out of bed or chair, walking, and dressing.
- C. California Code of Regulations (CCR) – The official compilation and publication of the regulations adopted, amended or repealed by state agencies pursuant to the Administrative Procedures Act (APA). Properly adopted regulations that have been filed with the Secretary of State have the force of law.
- D. California Department of Aging (CDA) – Administers programs that serve older adults, adults with disabilities, family caregivers and residents in long-term care facilities throughout the state.
- E. Catalog of Federal Domestic Assistance (CFDA) – An inventory of all of the federal grants, loans, scholarships, counseling, and other assistance programs available to the American public.
- F. Code of Federal Regulation (CFR) – The codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- G. Contractor – Refers to a company whose application results in a contract to provide Senior Supportive Services.
- H. Department of Aging and Adult Services (DAAS) – A County department that provides service to seniors and at-risk adults to improve or maintain choice, independence, and quality of life. DAAS works to ensure seniors and adults with disabilities have the right to age in the least restrictive environment.
- I. Equipment – Tangible personal property with a useful life of more than one year and an acquisition cost of \$500 or more per unit.
- J. Human Services (HS) – San Bernardino County Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- K. Indirect Cost – Direct costs are costs readily identified with a particular final cost objective. After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefiting cost objectives. A cost may not be allocated to an award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a direct cost.

Examples of indirect costs may include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.
- L. Instrumental Activities of Daily Living – Those activities that include but are not limited to meal preparation, shopping, medication management, money management, telephone usage, heavy housework, light housework, and transportation.
- M. Management Information System (MIS) – A system used to capture and maintain statistical and financial data to document and ensure the accuracy of data presented in required program and financial reports. MIS data will be used to provide measurement of services for data reports required by DAAS.

- N. Matching Contributions – The value of third-party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the Contractor, subcontractor, or other local resources.
- a. Cash – Cash other than program income contributed to the project from local or State funds. With the exception of Community Development Block Grants (CDBG), federal funds cannot be used as cash match. Costs borne by the Contractor and cash contribution from any and all third parties, e.g., company/private donations, vendor general fund, are considered cash matching funds.
 - b. In-Kind – Contributions from third parties are considered in-kind matching funds. Examples of in-kind match include volunteered time and use of facilities to hold meetings or conduct project activities.
- O. Non-Matching Contributions – Local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

II. CONTRACTOR RESPONSIBILITIES

Contractor shall provide all services as outlined in Work Plan (Attachment A). The Work Plan will be reviewed and updated each fiscal year based upon funding allocation and service needs.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
 1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
 3. 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 (A)(2) herein; and
 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- C. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.

- D. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
- E. Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- G. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
- H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DAAS through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph CC of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs X and Y of this Section III.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
 2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
 3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within San Bernardino County. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and

expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.
- N. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- O. Contractor will ensure that staff are knowledgeable on the Department of Aging and Adult Services Complaint and Grievance Procedure (Attachment B) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
- P. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
- Q. Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the items below prior to providing any services. Additional information concerning these requirements is specified at <http://hss.sbcounty.gov/Privacy>. The information contained thereat is hereby incorporated by this reference.
 - 1. Read, understand and comply with the Privacy and Security Requirements Summary.

2. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
 3. Ensure employees, sub-contractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement annually.
 4. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via e-mail at: HSPrivacySecurityOfficer@hss.sbcounty.gov.
- R. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.
- S. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- T. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- U. To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code Section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).
- V. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report

child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

W. Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements: Under the terms of this Contract, as changes in the Elder and Dependent Adult Reporting Laws are enacted, the Contractor is bound to comply with the most current regulations.

1. Who Must Report: In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of the Contractor and its Subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
2. When to Report: Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
 - a. When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
 - b. When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
3. To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
 - a. If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement;
 - b. If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement;
 - c. If the abuse occurred anywhere other than a long-term care facility or State mental hospital or State developmental center, the report shall be made to Adult Protective Services or local law enforcement.
4. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
 - a. Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
 - b. Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse"

(SOC 341) form, <http://www.cdss.ca.gov/Portals/9/FMUForms/Q-T/SOC341.pdf?ver=2018-11-15-132736-097>. The completed form must be submitted to the same agency to which the incident was reported by telephone.

- X. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

- Y. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

- Z. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- AA. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- BB. Contractor shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- CC. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
 2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
 3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
 4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
 5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - a. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all

persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$2,000,000 general aggregate limit.

c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
- g. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

DD. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

EE. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.

FF. Contractor agrees to and shall comply with the County’s Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:

- 1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
- 2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment C) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.
 - a. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [USC 7-Section 3 of the Defense of Marriage Act]
 - b. The Contractor and its Subcontractor Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
 - a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
 - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
 - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.

- d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
 - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
 - f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
 - g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.
- GG. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- HH. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- II. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- JJ. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.
- To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.
- KK. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- LL. Contractor shall register with 211 San Bernardino County Inland Empire United Way within thirty (30) days of contract effective date and follow necessary procedures to be included in the 211 database. The Contractor shall notify the 211 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 211 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.

- MM. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the DAAS Director or their designee, and shall include County approved branding.
- NN. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.
- OO. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

IV. COUNTY RESPONSIBILITIES

- A. Monitor and evaluate the performance of the Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided based on the criteria as determined by the County.
- B. Provide consultation and technical assistance in monitoring the terms of the Contract.
- C. Compensate the Contractor for approved expenses in accordance with Section V of the Contract.
- D. Negotiate modifications or revisions of service to assure that all necessary service/program requirements are covered.

V. FISCAL PROVISIONS

- A. The maximum amount of cost reimbursement under this Contract shall not exceed a cumulative total of \$165,000 of which \$165,000 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to each Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. Overtime and holiday make-up time will not be permitted. Payments are subject to provisions in the Payments, Budgets, Closeout, and Audits.
- B. Contractor shall be compensated on a cost reimbursement basis on the basis of the Program Display for Fiscal Years 2021-22 (Attachment E) attached hereto and incorporated by reference into this contract. The budget shall be reviewed and adjusted, as needed, each fiscal year, based upon funding allocations.
- C. REPORTS

Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data, and information requested by DAAS pertaining to the Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control.

Contractor shall meet the following standards for the submission of required reports:

Financial Reporting – Accurate, current, and complete disclosure of the financial results of the program shall be made in accordance with the financial reporting requirements of this Contract. The following reports are to be submitted to DAAS when indicated:

1. Monthly invoices for III-B Senior Supportive Services are due to DAAS Administration by the tenth (10th) working day of the month following the month of service to the address stated below:

Aging and Adult Services
Attention: III B Fiscal Analyst
784 E. Hospitality Lane
San Bernardino, CA 92415-0640

2. Annually – The following reports are due on an annual basis no later than July 15:

- a. Financial Close-out Report (if requested by DAAS)
- b. Periodic Inventory Report
- c. Annual reports should be mailed to the following address:

Aging and Adult Services
Attention: III B Fiscal Analyst
784 E. Hospitality Lane
San Bernardino, CA 92415-0640

3. Single Audit – If Contractor is a Single Audit entity as defined in this Contract, Contractor shall:

- a. Communicate the Catalog of Federal Domestic Assistance (CFDA) number to the independent auditor conducting the organization’s Single Audit. The CFDA number for the IIIB Support Services is 93.044.
- b. Provide a copy of Contractor’s Schedule of Expenditures of Federal Awards (SEFA) to DAAS on an annual basis.

4. The Budget must set for the in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor’s Budget shall include, at a minimum, the following items when reimbursable under this Contract:

- a. Personnel Cost – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Contract.
- b. Fringe Benefits.
- c. Contractual Costs – subcontract and consultant cost detail.
- d. Indirect Costs.
- e. Rent – specify square footage and rate.
- f. Supplies
- g. Equipment – detailed descriptions and unit costs.
- h. In-State Travel – mileage reimbursement rate, lodging, per diem and other.
- i. Out of State Travel – any travel outside the State of California must have prior written authorization from DAAS. This is including mileage reimbursement rate, lodging, per diem and other costs. (2 CCR 599.615 et seq.)
- j. Other Costs – a detailed list of other operating expenses.

D. Matching Contribution

1. In general, acceptable matching contributions are those that:
 - a. Are verifiable from the Contractor's records.
 - b. Are not included as contributions for other Federally-assisted programs or projects.
 - c. Are necessary and reasonable for proper and efficient accomplishment of program objectives.
 - d. Are not paid by the Federal government under another award, except where authorized by Federal statute to be allowed for cost sharing or matching.
 - e. Are provided for in the approved budget when required.
 - f. Conform to other laws, regulations, and provisions of Contract applicable to the program.
 2. Contractor shall provide a minimum of 11.11% in matching contribution per year during the Contract period, which is the amount of Federal Title III funds provided under the Contract multiplied by 11.11%.
- C. Under normal conditions, Contractor shall expect payment approximately sixty (60) days after submission of a correctly prepared invoice.
 - D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
 - E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
 - F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
 - G. DAAS reserves the right to refuse payment to Contractor or disallow cost for any expenditure, as determined by DAAS to be out of compliance with this Contract, unrelated or inappropriate to contract activities when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.
 - H. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
 - I. Upon written demonstration of need by Contractor and at the option of County, funds may be advanced to Contractor by County upon approval of the Assistant County Executive Officer – Human Services. Any such advance will cause the amounts payable to Contractor in subsequent months to be reduced to the amount determined by dividing the balance left by the number of months remaining in the contract term. No advance will increase the amount shown in Paragraph A of this Section. In the event of early termination, the Contractor shall pay the remaining balance due to the County within thirty (30) calendar days.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.

- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services: Administration on Aging

| | |
|--------|-----------------------------------------------------------------------------------------------------------------------|
| 93.044 | Special Programs for the Aging – Title III, Part B - grants for Supportive Services and Senior Centers (Title III-B). |
| 93.045 | Special Programs for the Aging – Title III, Part C – Nutrition Services (Title III-C) |
| 93.052 | National Family Caregiver Support – Title III, Part E |
| 93.053 | Nutrition Services Incentive Program (NSIP) |

- I. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers and Federal Award Identification Number (FAIN) in all County contracts that include Federal funds or pass through of Federal funds. This information is required in order for the County to remain in compliance with 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

| | |
|---------------------------------------|-------------------|
| Contractor Name as registered in DUNS | City of Montclair |
| DUNS | 080245974 |
| FAIN | AP-2122-20 |

- J. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by DAAS.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

VIII. TERM

This Contract is effective as of July 1, 2021 and expires June 30, 2024, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for two (2) additional one-year periods by mutual agreement of the parties.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under Section V. Paragraph A, if funds are not available to the County, and under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a

written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.

- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: City of Montclair
5111 Benito Street
Montclair, CA 91763

County: San Bernardino County
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

- B. In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
 - 1. This Contract;
 - 2. Attachments to this Contract, as indicated herein; and
 - 3. Price lists, SOWs, and other documents attached hereto or incorporated herein.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- D. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- E. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within

twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

- F. Equipment – County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- G. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- H. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- I. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- J. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- K. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- L. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in San Bernardino County, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- M. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

- N. The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- O. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.
- P. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- Q. Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- R. The County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
 - 1. Such governmental body does not have and will not have in force any other contract for like purchases.
 - 2. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

XI. CONCLUSION

- A. This Contract, consisting of 24 pages and Attachments A through E, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract

(whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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

SAN BERNARDINO COUNTY

City of Montclair

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

▶

Curt Hagman, Chairman, Board of Supervisors

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

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

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

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

Title Mayor
(Print or Type)

By _____
Deputy

Dated: _____

Address 5111 Benito Street
Montclair, CA 91763

FOR COUNTY USE ONLY

Approved as to Legal Form
▶

Jacqueline Carey-Wilson, County Counsel
Date _____

Reviewed for Contract Compliance
▶

Becky Giroux, Contracts Manager
Date _____

Reviewed/Approved by Department
▶

Sharon Nevins, Director
Date _____

WORK PLAN

City of Montclair

FY 2021 – 2022

This work plan contains the measurable objectives mandated by the County of the service provider. The work plan specifies and establishes time-frames either on an annual basis or, where required by State regulations, on a quarterly basis. The work plan constitutes the primary document for ongoing monitoring, Annual Program Performance Review/Fiscal Audit and will be used to measure the provider's efforts toward providing quality services.

I. Scope of Work

A. Services will be provided as follows:

| Regional Service Area | Communities |
|-----------------------|-------------|
| West Valley | Montclair |

| West Valley Regional Service Area | | | | |
|-----------------------------------|--------------------------------|-----------------------------------------|--------------------------------|--------------------------------------------------------------|
| Service Category | Number of Clients to be served | Number of Priority Clients to be served | Number of Units to be provided | Registered ¹ /Non Registered ² Service |
| Assisted Transportation | 120/year | 100/year | 3500/year | Registered |
| Senior Center Activities | 100 | 80 | 48 | Non-Registered |

¹ **Registered Service** - Reporting requirements include unduplicated client counts by individual characteristics, ADLs/IADLs and service units.² **Non-Registered** - Reporting requirements include estimated unduplicated client counts and service units.

B. Service Definitions – Service category definitions and units of measure are as follows:

| Service Category | Unit Measure | Definitions | Registered ¹ or Non-Registered ² |
|--------------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Assisted Transportation | 1 One Way Trip | Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation. | Registered |
| Senior Center Activities | 1 Hour | Services designed to enable older individuals to attain and/or maintain physical and mental well-being such as recreation, music, creative arts, physical activity, education, leadership development and other supportive services not covered under other service categories. | Non-Registered |

| | | | |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | | <p>Development and provision of new volunteer opportunities and services, and creation of additional services and programs to remedy gaps and deficiencies in existing services.</p> <p>Entertainment costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities, are not allowable.</p> | |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

¹ **Registered Service** - Reporting requirements include unduplicated client counts by individual characteristics, ADLs/IADLs and service units.

² **Non-Registered** - Reporting requirements include estimated unduplicated client counts and service unit.

C. Clientele and Eligibility Requirements

- a. The clients served under this program are individuals age 60 and older. Proof of age or citizenship shall not be required as a condition of receiving services. Means tests shall not be used by any Contractor for any Title III-B services.
- b. Services shall not be denied to any Title III-B client that does not contribute toward the cost of the services received.
- c. Clients will be given priority for services who are socially and/or economically needy with particular attention to low income minority individuals, older individuals with Limited English Proficiency, older individuals who are victims of Alzheimer’s disease and related disorders and older individuals residing in rural areas who are not eligible for services from any other source.
- d. Cost sharing shall not be implemented for any Title III-B service until so notified by DAAS.
- e. Individuals referred by DAAS staff shall be given first priority for services under this agreement.

D. Program Requirements

- a. Staff and/or volunteers providing services must be trained and qualified in the safe provision of services provided under this contract.
- b. Outreach shall be conducted by Contractor in the communities served through a minimum of 4 presentations to community groups and organizations. All outreach activities will be documented and kept on file to be reviewed during program monitoring to be scheduled and conducted by DAAS staff.
- c. A cost allocation plan which explains the methods used to allocate costs between programs with funds received from DAAS shall be developed by Contractor and on hand for review by DAAS.
- d. A client or participant satisfaction survey shall be conducted by Contractor at least once a year. The survey form must be approved by designated DAAS staff prior to its use and all findings from the survey must be used to improve services. The returned surveys and tabulated results must be kept on file for review by DAAS staff.

- e. For churches, community service centers and small stores serving minority communities, Contractor shall prepare posters, signs and brochures in languages other than English. Contractor shall post signs and distribute brochures in those communities.

E. Service Deliverables

a. Staffing

- i. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Contract. This includes a Director and additional personnel as determined by the size of the service area and the method and level of service provision needed to fully comply with the terms of this work plan and agreement.
- ii. This staff shall be available to DAAS for training and meetings which DAAS may find necessary from time to time.

b. Volunteer Staff

- i. Volunteers are individuals who work without pay in the performance of essential duties to conduct the program. In some cases, the Director may be a volunteer.
- ii. Volunteers shall not replace paid personnel.

c. Training Activities

- i. Provide training both on the job and in formal training sessions, as appropriate, to improve the understanding of paid staff about the service(s) being provided. Wherever required by law and/or ordinance, licensed staff must be trained to carry out assigned duties. In addition, annually evaluate paid staff performance to determine his/her effectiveness, skill development and understanding of tasks they are assigned. Documentation of training shall be kept on file at the provider's main office for review by DAAS during program monitoring to be scheduled and conducted by DAAS.
- ii. Volunteers should be provided on the job training and opportunities for formal training to improve skills and understanding of the service being provided. Wherever required by law or ordinance, volunteers must be trained and/or licensed to carry out assigned duties. Documentation of training shall be kept on file at the provider's main office for review by DAAS during program monitoring to be scheduled and conducted by DAAS staff.

d. Conflict of Interest

- i. Provide approved documentation regarding conflict of interest in the delivery of services to provider-affiliated persons, including, but not limited to, contractor's staff, board members, volunteers and their family members.
- ii. Ensure, with proper documentation that special treatment nor preferential access to services or amount of services provided over other clients and that the provider-affiliated client is eligible for services.

F. Other Service Requirements

a. Physical Set-Up

- i. Where services are provided in a care center, office or any setting outside the client's home, the environment must be attractive, clean and free from obstacles which could cause injury.
- ii. Post floor plans identifying emergency exits, assembly areas, etc. and conduct evacuation drills at least twice a year. Proof of evacuation drills will be kept on file duly signed by the Fire Marshal or other authorized agency within the community where the service site is located.

b. Client Contributions and Confidentiality

- i. Contractor shall encourage seniors to contribute to the cost of services by notifying them at least annually, using the DAAS Senior Services Programs "Voluntary Contribution Flyer," that donations are accepted and are important to maintaining the service(s) provided. Provider shall notify Title III-B Senior Service Program clients of voluntary contribution opportunities by posting the voluntary contribution flyer in a prominent area where services are provided (if not in-home) and by issuing the Voluntary Contribution Flyer (Attachment F) at the time of program enrollment. The provider shall not in any way employ tactics which could be viewed as coercive, embarrassing, and/or obligatory to the service being provided.
- ii. Any donation letters sent to clients for Title III services may not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service.
- iii. The contractor shall ensure that all donations by eligible participants are kept confidential.
- iv. Contractor shall establish appropriate procedures to safeguard and account for all contributions.

c. Coordination Activities

- i. Contractor shall participate within appropriate coordination bodies established by state law and/or county ordinance.
- ii. Contractor shall include the following statement on all advertising, posters and brochures, etc. for services funded through this Contract:

"Funding for this service has been provided by the San Bernardino County Department of Aging and Adult Services through a grant award from the California Department of Aging."
- iii. Contractor shall coordinate service with other County departments and local agencies by providing time within the facility during participant meetings, staff meetings and volunteer meetings, etc., for presentations on special activities that promote a Community Based System of Care for elderly clients. All coordination activities must be documented and kept on file for review by DAAS.

7. Program Reporting Requirements

- a. Contractor will enter program data including, but not limited to, client information and services performed in to DAAS' client record management system by the 10th business day of the month following the month of service.
 - i. Contractor will have dedicated staff responsible for entering the data timely and ensuring the appropriate hardware and internet service is available to support this requirement.
- b. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data and information requested by DAAS pertaining to Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control which includes orienting and training staff regarding program data collection and reporting requirements.
- c. DAAS will provide orientation and staff training regarding data collection and reporting requirements.
- d. Contractor shall meet the following standard for its financial management systems:
 - i. The following reports are to be submitted to DAAS when indicated:
 - 1) Monthly (Due by the 10th working day of each month)
 - a) For Non-registered Services:
 - DAAS III-B Non-Registered Service Unit Report
 - Contractor is required to support the authenticity and accuracy of the monthly service units it reports by providing verification documentation as directed by DAAS. Service Units that cannot be verified by the contractor are subject to rejection, as are any costs associated with unverified units.
 - b) For Registered Services:
 - Monthly Units Roster
 - Newly enrolled or updated client "Intake Sheets"
 - "New Client Roster" if new clients enrolled in a contracted, registered service.
 - 2) Quarterly Reports
 - i. Contractor will submit quarterly performance reports utilizing a template supplied by DAAS. Performance reports will be used by the contractor to communicate updates, accomplishments and challenges, and

ATTACHMENT A

meaningful outcomes. Quarterly reports will also be used to request any program modifications to DAAS. Contractor shall describe, in detail, necessary program changes and the reasons for the requested modification. Reports will be due by the 10th business day of the month following the last month of each quarter as follows:

| | | | | |
|---------------|------------------|--------------------|-----------------|--------------|
| | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 |
| Report Period | July – September | October – December | January – March | April - June |
| Report Due | October | January | April | July |

3) Annual Update

The maximum amount of reimbursement under the Contract shall not exceed the amount designated in the Contract and/or contract attachments. The contract budget shall provide for a minimum number of annual service units as indicated in the Contract or contract attachments and shall be reviewed and revised annually, as needed. Revised contract budget, as indicated in contract attachments must be submitted to, and approved by the DAAS Director or designee and subject to availability of funds.

4) Cancellations

Reimbursement will be provided for no more than two (2) hours of service at regular pay rates when a service is cancelled by a client within four (4) working hours of a scheduled appointment (hereby referred to as “last-minute”). No units may be logged for undelivered services due to cancellation. Reimbursement for last-minute cancellations can be approved by DAAS after review of documentation supplied by the contractor that confirms the services had been scheduled for delivery and cancelled by the client within the specified window of time.

- ii. DAAS may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as DAAS determines that the financial management standards are met.
- iii. Report service and client data will be verified by DAAS during the program — monitoring visit. Additionally, audit files shall include but are not limited to a copy of the Monthly Service Report.
- iv. Report monthly expenditures to DAAS as required in Section V, Paragraph D of Contract. Maintain support files including but not limited to invoices, payroll, and other supporting documents, all of

which will be attached to a copy of the expenditures report and kept on file by month for review during the Annual Audit.

- v. Maintain records, by month, that support claimed in-kind expenditures.

CLIENT COMPLAINT AND GRIEVANCE PROCEDURE**Older Americans Act Programs**

Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly and to facilitate the resolution of grievances informally at the lowest level possible. Recipients of services provided by the Older Americans Act programs or persons authorized to act on their behalf can file a complaint against contractors, volunteers, and employees of programs administered by the local Area Agency on Aging (San Bernardino County Department of Aging and Adult Services – DAAS).

Reference: Title 22, Article 5. Grievance Process

Note: You have a right to confidentiality and your right to privacy will be respected to the extent possible. Only information relevant to your complaint will be released to the responding party unless you consent otherwise.

Complaints

May involve, but are not limited to, any or all of the following:

- Amount or duration of a service.
- Denial or discontinuance of a service
- Dissatisfaction with the service provided or with the service provider.
- If your complaint involves an issue of professional conduct that is under the jurisdiction of another entity, you will be referred to the appropriate organization to pursue your complaint.
- Failure of the service provider to comply with any of the requirements in the contract or regulations.
- If you believe you have been discriminated against or that there has been a violation of any laws or regulations.

Instructions

Complete the attached form and provide the requested information:

- Name, mailing address, and telephone number of complainant or person authorized to act on behalf of the complainant.
- Date and time of occurrence and names of individuals involved.
- Name of Service Provider, and type of service involved.
- Description of the grievance. Be as specific as possible.
- Names of witnesses and contact information, if any.
- If applicable, cite the alleged violation of regulation, law or policy.
- Requested remedy or resolution.
- Signature

First Level of Grievance

The service provider (Contractor) is the first administrative level of resolution for complaints from recipients of services or persons authorized to act on their behalf. If the service is provided without a contractor and directly by DAAS, the complaint will be investigated and responded to by DAAS Administration at this level.

Time Frame

- Within one (1) week of alleged violation complete the grievance form and notify the contract provider.
- If possible, discuss issue with contract provider and make a good faith effort to resolve. Contractor will issue a written response no later than ten (10) business days after receipt of grievance or from date of discussion.
- If resolved at this level no further action is required. If your complaint is not resolved, you may appeal the decision of the provider to the Second Level.

Second Level Grievance

The provisions of this section shall apply to both of the following:

- When the AAA (DAAS) is the service provider and the subject of the complaint.
- When the complaint from older individuals or persons authorized to act on their behalf are dissatisfied with the contractor’s response at the first level of review.

Time Frame

If the contract provider at the first level of the grievance procedure does not resolve your complaint, you may appeal their decision to the second level of review within fifteen (15) business days of their written decision.

Note the following:

- All Complaints must be in writing and contain the information referenced in the “First Level of Grievance.”
- If a complainant cannot submit a written complaint at this level, the complainant may request DAAS to verbally accept the complaint or assistance in writing out the complaint.
- If DAAS writes out the complaint, the complainant must review and sign the written complaint.

Complaints maybe hand delivered or mailed to the following address:

Department of Aging and Adult Services (DAAS)
Attention: APS Program Deputy Director
784 East Hospitality Lane
San Bernardino, CA 92408-3501

Or fax to: 909-891-3940

Second Level Grievance Processing:

- A good faith effort will be made to resolve the complaint.
- The Deputy Director or designee will conduct an impartial investigation of the written complaint.
- A written response will be prepared and issued no later than fifteen (15) business days after receipt of the complaint.
- The written response will address the merits of the complaint and will either resolve the issues at dispute, or deny the complaint with an explanation.
- If the complainant is not satisfied with the decision at this level, they may exercise their right to request an administrative hearing pursuant to Section 7406 of Title 22.

Final Grievance Resolution

- Any complainant dissatisfied with the results of the review conducted at the second level grievance step may appeal the decision within thirty (30) days from the receipt of their written report and request a hearing to present his/her complaint orally before an impartial hearing officer/panel.
- The request for a hearing can be made either orally or in writing to the Director of San Bernardino County, Department of Aging and Adult Services.
- No later than forty-five (45) days from the receipt of the hearing request, a hearing will be scheduled.
- The complainant will be notified of the following:
 - The date, time, and location of the hearing.
 - The complainant's and other party's right to be present at the hearing and/or to have another person act on their behalf, including the right to have legal counsel present.

Hearing Procedure

- An impartial hearing officer or panel will chair manage the hearing.
- All persons testifying at the hearing will be placed under oath or affirmation
- The hearing will be informal with testimony being restricted to the issues requiring resolution.
- Technical rules of evidence and procedure will not apply at the hearing.
- During the hearing all parties will have the right to:
 - Present evidence and witnesses;
 - Examine witnesses and other sources of relevant information and evidence;
 - Be recorded verbatim, either electronically or stenographically.

Conclusion of the Hearing

- No later than thirty (30) days after the date of the hearing was held, the hearing officer/panel will prepare a proposed decision based upon all relevant evidence presented and will consider applicable policies, procedures, regulations, and laws governing the program in reaching a decision.
- The proposed decision will include the following:
 - A description of each issue.
 - A statement indicating the complaint was upheld or denied. In the case of complaints that are upheld, an explanation of the remedy will be included.
 - A citation of applicable laws and regulations.
 - The proposed decision will be forwarded to either the Director of DAAS for the issuance of a final decision.
 - If the complaint is against the Director of DAAS, the proposed decision will be forwarded to the Chairperson of the Governing Board for the issuance of a final decision.

ATTACHMENT B

- No later than thirty (30) days after receipt of the proposed decision, the director or the chairperson shall either adopt the proposed decision as the final decision or write a new final decision.
- The decision will be mailed to the parties involved.
- The decision is final and not subject to appeal
- The decision will include procedures for ensuring that the remedies, if any, specified in the final decision are implemented.

Civil Rights

If you believe that your civil rights have been violated, please contact:

Deputy Director, Administration
Department of Aging and Adult Services
784 East Hospitality Lane
San Bernardino, CA 92415-0640

GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the Client Complaint and Grievance Procedures for Older Americans Act Programs.

Signature of Service Recipient

Date

**Grievance/Complaint Form
Older Americans Act
Programs**

Grievant Name

Name of Service Provider

Home Address

Telephone Number

Date of Action Causing Grievance

Date of Meeting with Contract Provider

Grievance Description (Clear concise statement. Attach additional sheets if necessary)

Remedy Sought

Grievant Signature

Date Filed

Grievance Review - Level I

Date Received Level I Reviewer Signature Response Date

Reviewers Printed
Name

Level I Decision (Attached on separate sheet)

I concur and do not appeal to
the 2nd Level

I do not concur and appeal to the 2nd level

Reason for
Appeal

Grievance Review - Level II

Date Received Level II Reviewer Signature Response Date

Reviewers Printed
Name

Level II Decision (Attached on separate sheet)

I concur and do not appeal for
Hearing

I do not concur and request a Hearing

Reason for Appeal For
Hearing

Date
Received

ASSURANCE OF COMPLIANCE STATEMENT

ASSURANCE OF COMPLIANCE WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

City of Montclair
NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 1135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

ORGANIZATION



Older Americans Act Senior Programs

Aging and Adult Services

Voluntary Contributions

Introduction

Thank you for participating in San Bernardino County Department of Aging and Adult Services' Older Americans Act senior programs. We are pleased to serve you and look forward to continuing to provide you with quality services.

Purpose

San Bernardino County Aging and Adult Services (DAAS) and agencies administering programs on the department's behalf are required by the California Department of Aging (CDA) to inform you that funding for services provided by the Older Americans Act has been provided by DAAS through a grant award from the California Department of Aging.

Participants of such programs, have the right to contribute towards the programs. Contributions are voluntary. Contributions will be used to expand services for which the contribution is given.

Confidentiality

Voluntary contributions are to be kept confidential. Employees, agents, and volunteers are required to maintain the integrity and confidentiality of participants regardless of their failure or inability to contribute.

Voluntary

No eligible individual shall be denied participation because of failure or inability to contribute.

If you have any questions or concerns regarding voluntary contributions, please contact the Department of Aging and Adult Services at (909) 891-3900.

Aging and Adult Services

www.SBCounty.gov/daas

COUNTY OF SAN BERNARDINO
 III B SUPPORT SERVICES PROGRAM BUDGET

Provider: City of Montclair

Fiscal Year: 2021-22

Orig Amend

Match Requirement: \$ 3,333

| SERVICE | Assisted Transportation | | Senior Center Activities | | Total |
|-------------------------------------------|-------------------------|-------------|--------------------------|-------------|------------------|
| | Cash | In-Kind | Cash | In-Kind | |
| Expected Service Units: | | | | | |
| Expenditure Category: | | | | | |
| 1 Personnel | \$ 21,500 | | | | \$ 21,500 |
| 2 Staff Travel & Training | | | | | \$ - |
| 3 Equipment | | | | | \$ - |
| 4 Non-Inventoriable Equipment | | | | | \$ - |
| 5 Consultants | | | | | \$ - |
| 6 Other Expenses: | | | | | \$ - |
| a Supplies | \$ 1,000 | | \$ 11,500 | | \$ 12,500 |
| b Insurance | | | | | \$ - |
| c Repair & Maintenance | | | | | \$ - |
| d Rent/Building Space | | | | | \$ - |
| e Utilities | | | | | \$ - |
| f Vehicle Operations | | | | | \$ - |
| g Miscellaneous | | | | | \$ - |
| 7 Indirect Cost | | | | | \$ - |
| Total Expenditures (add lines 1-7) | \$ 22,500 | \$ - | \$ 11,500 | \$ - | \$ 34,000 |

| Revenue Sources: | Assisted Transportation | | Senior Center Activities | | Total |
|----------------------|-------------------------|-------------|--------------------------|-------------|------------------|
| | Cash | In-Kind | Cash | In-Kind | |
| State Funds | | | | | \$ - |
| Federal Funds | \$ 20,000 | | \$ 10,000 | | \$ 30,000 |
| Program Income | | | | | \$ - |
| Deferred Income | | | | | \$ - |
| Matching Cash | \$ 2,500 | | \$ 1,500 | | \$ 4,000 |
| Matching In-Kind | | | | | \$ - |
| Non-Match Cash | | | | | \$ - |
| Non-Match In-Kind | | | | | \$ - |
| Total Revenue | \$ 22,500 | \$ - | \$ 11,500 | \$ - | \$ 34,000 |

Submitted by:

Marcia Richter, Director of Human Services

Cesar Bernal

Marcia Richter
 Signature

6/10/2021
 Date

[Signature]
 Signature

Date

6-10-21

FAW 2001CA0455-00
 Dated 7-1-2020

City of Montclair (IB FY2022 Org Bud (06-10-21)



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | COC050 |
| SECTION: | CONSENT - AGREEMENTS | DEPT.: | ECONOMIC DEV. |
| ITEM NO.: | 6 | PREPARER: | T. MARTIN |
| SUBJECT: | CONSIDER APPROVAL OF AGREEMENT NO. 21-46 WITH THE MONTCLAIR CHAMBER OF COMMERCE TO PROVIDE SERVICES TO PROMOTE LOCAL ECONOMIC DEVELOPMENT | | |

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-46 with the Montclair Chamber of Commerce to provide services to strengthen and enhance local economic development activities.

A copy of proposed Agreement No. 21-46 is attached for review and consideration.

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

Agreement No. 21-46 would provide funding to the Montclair Chamber of Commerce, a partner agency, for the following services to support economic development in the City of Montclair:

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

The term of Agreement No. 21-46 is July 1, 2021 through June 30, 2022.

FISCAL IMPACT: If approved by the City Council, the Montclair Chamber of Commerce would receive \$15,000 annually payable in equal quarterly payments of \$3,750. This amount was included in the proposed City Budget in the Economic Development Fund for Fiscal Year 2021-22.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 21-46 with the Montclair Chamber of Commerce to provide services to promote local economic development.

AGREEMENT NO. 21-46

CITY OF MONTCLAIR
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2021, by the City of Montclair, hereinafter referred to as the "CITY," and the Montclair Chamber of Commerce, hereinafter referred to as the "CHAMBER."

1. RECITALS

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

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

2. AGREEMENT

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 - SERVICES

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

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

available county, state, and federal economic development programs and grants.

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

ARTICLE 3 – PLACE OF WORK

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

ARTICLE 4 – PAYMENT

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

ARTICLE 5 – REPORTING

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

ARTICLE 6 – RELATIONSHIP OF PARTIES

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

ARTICLE 7 – DURATION

- a. The initial term of this Agreement shall be for a period of one (1) year commencing July 1, 2021, and continuing through June 30, 2022; this **AGREEMENT** may be renewed annually.
- b. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.
- c. Any notice required or allowed hereunder shall be in writing and sent by certified mail, return receipt requested, or in person with proof of delivery, to the address first listed above, or such other addresses as either party shall have specified by written notice to the other party delivered in accordance herewith.

ARTICLE 8 – NONDISCRIMINATION

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

ARTICLE 9 – MISCELLANEOUS

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

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

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

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

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

By: _____
Javier John Dutrey
Mayor

By: _____
Steve Hammitt
President/CEO

Date: _____

Date: _____

ATTEST:

Andrea M. Myrick
City Clerk



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | MCF 150/HSV042 |
| SECTION: | CONSENT - AGREEMENTS | DEPT.: | MCF/HUMAN SERVICES |
| ITEM NO.: | 7 | PREPARER: | A. COLUNGA |
| SUBJECT: | CONSIDER APPROVAL OF AGREEMENT NO. 21-48 WITH AARP TO ACCEPT AN AWARD FOR THE 2021 COMMUNITY CHALLENGE GRANT TO ENHANCE THE MONTCLAIR COMMUNITY GARDEN | | |

REASON FOR CONSIDERATION: The Montclair Community Foundation (MCF) Board is requested to consider approval of Agreement No. 21-48 to accept an award from AARP for the 2021 Community Challenge grant to enhance the Montclair Community Garden.

BACKGROUND: The City of Montclair was one of the first cities in California to be designated a Healthy City from California Healthy Cities and Communities, an initiative of Center for Civic partnerships in 1998. In addition, in 2006 the City of Montclair was a founding member of the San Bernardino County Department of Public Health's countywide Healthy Communities initiative. Since this time, the Healthy Montclair Initiative has flourished. Healthy Montclair defines health as a state of complete physical, mental, and social wellbeing and not merely the absence of disease or infirmity.

The Montclair City Council also serves in its capacity as the MCF Board of Directors. The vision of MCF is to work collectively and collaboratively to strengthen services and enhance the quality of life for residents by promoting health, wellness, and economic stability for all including the most vulnerable in our community.

MCF, in collaboration with the City of Montclair's Healthy Montclair initiative, received a 2021 Community Challenge grant award from AARP to enhance the Montclair Community Garden. The Montclair Community Garden is part of the Healthy Montclair Initiative, which addresses the social determinants of health, including education, healthcare, food, neighborhood/community development, poverty, and safety, through community outreach and engagement. The Garden is a key component to building healthy families and individuals; this includes people of all ages and abilities. The Garden aims to improve in offering individuals of different abilities an enjoyable gardening experience. The AARP Community Challenge grant will provide MCF the opportunity to make the garden more accessible and safe with raised garden beds and an ADA compliant seating area for people with physical disabilities. It will also help make the garden more enjoyable for outdoor gardening activity throughout the year with the addition of a shaded structure and solar landscape LED lighting. These amenities currently do not exist in the Montclair Community Garden and once added, will improve the experience of outdoor gardening for all of the community, regardless of age or ability.

FISCAL IMPACT: Should the MCF Board approve Agreement No. 21-48, AARP would grant MCF \$15,000 for outlined grant activities. The term of the agreement is July 1, 2021 to December 31, 2021.

RECOMMENDATION: Staff recommends the MCF Board approve Agreement No. 21-48 with AARP to accept an award for the 2021 Community Challenge Grant to enhance the Montclair Community Garden.

MEMORANDUM OF UNDERSTANDING

Grant Agreement

This MEMORANDUM OF UNDERSTANDING (“Agreement”) serves as an agreement between AARP, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and Montclair Community Foundation, a 501(C)(3) Nonprofit located at 5111 Benito St., Montclair, California 91763 (“Organization”). Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

AARP Grant Terms and Conditions. AARP shall provide Organization with grant funding of **\$15,000.00** (“Grant Funds”) so that Organization may improve the community by making the it more inclusive and meeting the needs of diverse populations through enhancements to the The Montclair Community Garden (“Goal”). Organization will perform the activities described herein between the execution of this contract and December 31, 2021 (“Grant Period”). Payment shall be provided according the schedule herein, and subject to the following terms and conditions:

- a. *Grant Fee Schedule.* AARP shall disburse Grant Funds to Organization, according to the schedule below.
 - i. AARP will provide a one-time payment of **\$15,000.00**
- b. *Scope of Grant and Anticipated Activities to be Funded.* Organization shall use the Grant Funds to undertake the following activities at 9574 Ramona Ave., Montclair, California and achieve the following deliverables (collectively “Grant Activities”):
 - i. Organization will purchase and install 1 LED solar landscape lighting at 9574 Ramona Ave. Montclair, CA 91763
 - ii. Organization will purchase and install 1 shade structure at 9574 Ramona Ave. Montclair, CA 91763
 - iii. Organization will purchase and install 1 ADA compliant seating at 9574 Ramona Ave. Montclair, CA 91763
 - iv. Organization will purchase and install 3 raised garden beds at 9574 Ramona Ave. Montclair, CA 91763
 - v. Organization will purchase and install 4 AARP branded signage 9574 Ramona Ave. Montclair, CA 91763
 - vi. Organization will announce the new additions and improvements to the garden via printed publications with AARP as sponsor and distribute to Montclair Seniors
 - vii. Organization will publicize the new additions and improvements to the garden via social media (City website, instagram, facebook) with AARP as sponsor
 - viii. Organization shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Grant activities' location (s), any and all licenses, permits, bonds or other authorizations necessary to conduct the Grant activities contemplated under this Agreement. Organization will notify AARP immediately if Organization fails

to obtain the required permits and licenses prior to commencement of the Grant activities. A copy of any required permits or licenses shall be provided to AARP upon request.

- ix. Organization agrees that all Grant activities shall be conducted in accordance with CDC, state and local health regulations.
- x. Organization will include AARP provided and approved branding and language that indicates AARP's support for the Challenge project as applicable:
 - 1.b.x.1 Events and Temporary Demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP
 - 1.b.x.2 Permanent Structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP
 - 1.b.x.3 Printed, Digital Resources or similar communications: Materials will include the AARP logo and mention of support from AARP
- xi. Project(s) will be complete by December 31, 2021.

c. *Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within forty-five (45) days of the expiration of the grant period, detailing all progress or achievement of the activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period. Organization will submit After Action Report with visuals (photos and/or video) to AARP national office by December 31, 2021.

d. *Documentation and Right to Audit.* Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.

2. Permissible Use of Funds, Repayments, and Refunds. Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.

3. Term and Termination. The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on January 31, 2022. The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall not be required to return any portion of the paid Grant Funds to

AARP, and AARP shall have no further obligation to provide Organization with any unpaid portion of the Grant Funds.

4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
5. **No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.
6. **Indemnification.** Each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (b) Indemnifying Party's breach of this MOU, including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section 6 shall survive the expiration and termination of the Agreement.
7. **Insurance.** Both parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement for the duration of the Grant Period.
8. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval of AARP in each instance. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums,

including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.

9. **Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
10. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.
11. **Confidentiality and Privacy.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked “confidential” or is of such a nature that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained; or (ii) Organization is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.
12. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.
13. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP

Jean Setzfand
SVP, Programs
601 E Street, NW, WDC 20049

Montclair Community Foundation

Alyssa Colunga
5111 Benito St.
Montclair, California, 91763-2808

ACCEPTED AND AGREED TO BY:

AARP

By: _____

Printed Name: Jean Setzfand

Title: Senior Vice President, Programs

Date: _____

Montclair Community Foundation

By: _____

Printed Name: Javier John Dutrey

Title: Board Chair

Date: _____

Attest

By: _____

Printed Name: Andrea M. Myrick

Title: Board Secretary



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | HSV030 |
| SECTION: | CONSENT - AGREEMENTS | DEPT.: | HUMAN SVCS. |
| ITEM NO.: | 8 | PREPARER: | A. COLUNGA |
| SUBJECT: | CONSIDER APPROVAL OF AGREEMENT NO. 21-49 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO SUPPORT THE MONTCLAIR AFTER-SCHOOL PROGRAM | | |

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-49 with the Ontario-Montclair School District (OMSD) to support the Montclair After-School Program.

A copy of proposed Agreement No. 21-49 is attached for the City Council's review and consideration.

BACKGROUND: The Human Services Department has delivered after-school programs within OMSD schools since 1999. Funding for this program originates from the California Department of Education, After-School Education and Safety (ASES) program through grants made available to local education authorities, such as OMSD. The goal of the Montclair After-School Program (MAP) is to improve the academic performance and success of students in the program by providing high-quality academic programming after school while ensuring a safe physical and emotional environment for all.

Proposed Agreement No. 21-49 would provide funding for MAP at the following nine elementary school sites: El Camino, Howard, Kingsley, Lehigh, Mission, Monte Vista, Montera, Moreno, Ramona; and two middle school sites: Serrano, and Vernon.

The funding for MAP at these eleven school sites will be used to support academic, enrichment, and physical activities for children in the after-school programs.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 21-49, OMSD would provide \$1,297,688.42 to fund personnel, training, program supplies and grant oversight. The term proposed in Agreement No. 20-48 is July 1, 2021, through June 30, 2022.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 21-49 with the Ontario-Montclair School District to support the Montclair After-School Program.



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 19th day of August, 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) **Scope of Work.** 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):

Provide staff and materials for the ASES expanded learning program. See Attachment A for details.

- b) **Staffing.** 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) **Independent Contractor.** 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) **Public Entity Employee.** 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:

See Attachment B and Schedule A for details.

- b) **Travel Expenses.** DISTRICT will pay no additional amount for travel or other expenses of CONSULTANT under this Agreement unless specified below under section 2(c). 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.

c) **Summary of Compensation**

Services: \$1,297,688.42

Travel Expense: NA

Total contract amount not to exceed (*services + travel*) \$1,297,688.42

- d) **Retired STRS or PERS.** 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).
- e) **Income Tax.** 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.
- f) **Documentation Required For Payment.** 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) **Services Performed.** 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) **Use of District Space and Resources.** 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) **Regulatory Compliance.** CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- d) **Fingerprinting.** CONSULTANT shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees, including but not limited to CONSULTANT if CONSULTANT is among the agents providing services, 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, including 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 (Exhibit A).
- e) **Indemnification.** 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. Provided however, such indemnification shall be only in proportion to and to the extent such liability, claim, debt, damage, demand, suit, action or cause of action is caused by or results from the improper conduct and/or negligence or intentional acts or omissions of CONSULTANT, its officers, employees, or agents.
- f) **Insurance Requirements.** 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. **General Liability Insurance.** Commercial general liability insurance, covering bodily injury liability, property damage liability and personal injury liability of CONSULTANT with respect to the services provided by, or on behalf of, CONSULTANT under this Agreement. The policy limits shall not be less than One Million dollars (\$1,000,000) per occurrence.
 - a. The DISTRICT requires the Certificate of Liability Insurance to show the DISTRICT as the "Certificate Holder" and "Additional Insured" on the CONSULTANT'S general liability insurance policy. Requested wording in the "Description box" is as follows:

The Ontario-Montclair School District, its departments, officers, agents, and employees are additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named "Insured."
 2. **Auto Liability Insurance.**

CONSULTANT agrees that services in conjunction with this agreement, CONSULTANT will not drive DISTRICT student(s) or employee(s) nor will drive on DISTRICT property or properties in private or commercial vehicle to conduct assessments or conduct other business in conjunction with this agreement. Accordingly, commercial automobile insurance will not be required in conjunction with this agreement. Should CONSULTANT need to provide services in conjunction with this agreement that do require District student and/or District employee transportation in a private or commercial vehicle, the DISTRICT and CONSULTANT will mutually agree in writing on services to be provided, and CONSULTANT will provide insurance as follows: Business auto liability insurance covering the use of "owned, non-owned and hired" autos by or on behalf of CONSULTANT respect to the services to be performed under this Agreement. The policy limits shall not be less than One Million dollars (\$1,000,000) per occurrence. The Auto Liability Insurance policy shall include waiver of subrogation via separate endorsement.

3. **Workers' Compensation Insurance.** This coverage is required unless CONSULTANT provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. CONSULTANT must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Workers' compensation policy shall include waiver of subrogation via separate endorsement.

The policies of insurance described in Paragraph (4g.1-3) listed 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 (4g.1-3) shall be provided to DISTRICT prior to the commencement of services under this Agreement. CONSULTANT agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph (4g.1-3) 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.

- g) **Written Consent.** 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) **Professional Services.** 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) **Indemnification.** 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 for 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 officers, employees, agents, or staff.

6. **TERMINATION OF AGREEMENT**

- a) **Termination without Cause.** 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) **Termination for Breach.** Should CONSULTANT or DISTRICT default in the performance of this Agreement or breach any of its provisions, the non-defaulting party may terminate this Agreement by giving written notification to the party in breach .
 - c) **Immediate Suspension/Termination by District.** 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) **Effect of Termination.** 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.
-

7. **GENERAL PROVISIONS**

- a) **Notices.** Any notices to be given hereunder by either party to the other may be effected 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) **Validity of Agreement.** 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) **Court Findings.** 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) **California Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- e) **Audit.** 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) **Contractual/Equitable Remedies.** CONSULTANT agrees that the DISTRICT is the sole entity against whom the CONSULTANT may seek either contractual or equitable remedies, and further agrees not to seek contractual or equitable remedies (including, but not limited to injunctive relief and quantum meruit) against DISTRICT employees or beneficiaries of the Agreement.
- g) **Board of Trustees Approval.** 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” |
|--------------------------------------------------------------------------|------------------------------------------------------------|
| _____ Signature | _____ Signature |
| _____ Date | Javier “John” Dutrey, Mayor _____ Printed Name/Title |
| Phil Hillman, Chief Business Official _____ Printed Name/Title | _____ Date |
| Ontario-Montclair School District 950 West D Street Ontario, CA 91762 | jdutrey@cityofmontclair.org _____ Email Address/ |
| | 5111 Benito Street _____ Street Address |
| | Montclair, CA 91763 _____ City, State, Zip Code |
| | (909) 626-8571 _____ Telephone Number |

Approved by OMSD Board:

Attest: _____
Andrea Myrick, City Clerk

Approved by City Council:

Exhibit A

Certification of Compliance with California Education Code Section 45125.1

I hereby certify that all owners and employees of City of Montclair
[name of CONSULTANT] (“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 INFORMATION

Signature
Javier “John” Dutrey, Mayor

Printed Name/Title

Date
jdutrey@cityofmontclair.org

Email Address/
5111 Benito Street

Street Address
Montclair, CA 91763

City, State, Zip Code
(909) 626-8571

Telephone Number

END OF AGREEMENT FOR CONSULTANT SERVICES

Attachment A

CONSULTANT: City of Montclair

Services to be performed by **CONSULTANT:**

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):

- I. **CONSULTANT** will provide staff and materials to operate the expanded learning program services at the following sites:
 - a. El Camino
 - b. Howard
 - c. Kingsley
 - d. Lehigh
 - e. Mission
 - f. Monte Vista
 - g. Moreno
 - h. Montera
 - i. Ramona
 - j. Serrano
 - k. Vernon.
- II. **CONSULTANT** will have the following responsibilities in support of the ASES program:
 - a. Coordinate the academic assistance, homework support, and enrichment portions (including time for physical activity) of the ASES program at each school site.
 - b. Hire, train, and supervise site staff, including the site coordinators and program leaders.
 - c. Seek regular input from principals regarding performance evaluations, including recommendations for retraining and terminating a site coordinator and/or other site staff.
 - d. Participate in all cross-training for site coordinators and program leaders.
 - e. Maintain ongoing communication between City of Montclair staff and school staff regarding student needs and progress, including, but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
 - f. Coordinate ASES activities with school staff to assure program supports current academic goals of teachers and administrators.
 - g. Provide academic assistance and other activities specifically supporting, but not duplicating, daytime curriculum and academic goals.
 - h. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters, and hosting, at a minimum, one parent night.
 - i. Regularly attend and participate in regularly scheduled operation meetings with **DISTRICT** liaison.
 - j. Provide the **DISTRICT**, in a timely manner, with any required documentation, such as, but not limited to, monthly program evaluations, attendance, and supper counts.
- III. In the event **DISTRICT** implements a distance learning model for delivering education services for a part of, or the entire school year, the expanded learning programs, which include programs after school and summer programs may also move to a distance learning format, if permitted by the California Department of Education. Such distance learning formats include, but are not limited to, prerecorded video lessons, printed assignments, or live video lessons. If the expanded learning programs move to a distance learning format, **CONSULTANT** will implement checks to obtain reasonable assurance of student attendance. Such checks may include, but are not limited to virtual roll calls, parental contact, or email confirmations.

Attachment B

CONSULTANT: City of Montclair

Compensation:

- I. Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **CONSULTANT** for services rendered under this Agreement as follows:
 - a. **CONSULTANT** will be paid 95.0% of grant award from the California Department of Education (henceforth **CDE**), according to Schedule A, attached hereto.
 - b. Administrative costs may not exceed 5.0% of grant award from **CDE**, according to Schedule A, attached hereto.
 - c. If **DISTRICT** fails to receive ASES grant funding, **CONSULTANT** will hold **DISTRICT** harmless for any financial liabilities or obligations it has incurred.
 - d. Timing and amounts of payments will be made according to Schedule A, attached hereto. If the funds received from **CDE** change, a pro rata adjustment to the maximum amount available for payment to **CONSULTANT** will be made.
 - e. **CONSULTANT** fee will only be paid out of funds received by **DISTRICT** from the State and only up to the limits of this agreement.
 - f. **CONSULTANT** is to provide documentation necessary for annual independent audits, in accordance with **CDE** requirements. Any additional audit cost bill to **DISTRICT** due to lack of documentation will be billed to **CONSULTANT** for payment.
 - g. **DISTRICT** may reduce funding if the annual attendance average does not meet at least 75% of the attendance required by **CDE** in a single year or is less than 85% in two consecutive years.

Ontario-Montclair School District
 ASES Payment Schedule—City of Montclair
 July 1, 2021 through June 30, 2022

| No. | School | Program | Schedule A | | OMSD's Balance | Tenthly Payment |
|-----|-------------|------------------------|-------------------------|------------------------|-------------------|-------------------|
| | | | Estimated Allocation | 95.00% To Montclair | | |
| 060 | El Camino | ASES After-school Base | 109,942.66 | 104,445.53 | 5,497.13 | 10,444.55 |
| 064 | Howard | ASES After-school Base | 133,169.40 | 126,510.93 | 6,658.47 | 12,651.09 |
| 065 | Kingsley | ASES After-school Base | 142,118.38 | 135,012.46 | 7,105.92 | 13,501.25 |
| 066 | Lehigh | ASES After-school Base | 145,420.98 | 138,149.93 | 7,271.05 | 13,814.99 |
| 071 | Mission | ASES After-school Base | 84,257.00 | 80,044.15 | 4,212.85 | 8,004.42 |
| 072 | Monte Vista | ASES After-school Base | 158,488.60 | 150,564.17 | 7,924.43 | 15,056.42 |
| 045 | Montera | ASES After-school Base | 133,169.40 | 126,510.93 | 6,658.47 | 12,651.09 |
| 073 | Moreno | ASES After-school Base | 133,169.40 | 126,510.93 | 6,658.47 | 12,651.09 |
| 074 | Ramona | ASES After-school Base | 133,169.40 | 126,510.93 | 6,658.47 | 12,651.09 |
| 382 | Serrano | ASES After-school Base | 121,452.27 | 115,379.66 | 6,072.61 | 11,537.97 |
| 383 | Vernon | ASES After-school Base | 71,630.32 | 68,048.80 | 3,581.52 | 6,804.88 |
| | | | <u>1,365,987.81</u> | <u>1,297,688.42</u> | <u>68,299.39</u> | <u>129,768.84</u> |



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | HSV030 |
| SECTION: | CONSENT - AGREEMENTS | DEPT.: | HUMAN SVCS. |
| ITEM NO.: | 9 | PREPARER: | A. COLUNGA |
| SUBJECT: | CONSIDER APPROVAL OF AGREEMENT NO. 21-50 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO SUPPORT THE MONTCLAIR AFTER-SCHOOL SUMMER EXPANDED LEARNING PROGRAM | | |

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-50 with Ontario-Montclair School District (OMSD) to support the Montclair After-school Summer Expanded Learning Program.

A copy of proposed Agreement No. 21-50 is attached for the City Council's review and consideration.

BACKGROUND: The Human Services Department has delivered after-school programs within OMSD schools since 1999. Funding for this program originates from the California Department of Education, After-School Education and Safety (ASES) Supplemental Expanded Learning program through grants made available to local education authorities, such as OMSD. The purpose of the funding is to provide communities with enhanced community-based after-school services in an effort to strengthen healthy child development.

Proposed Agreement No. 21-50 would provide funding for summer expanded learning from May to June 2022 at the following five school sites: Kingsley, Lehigh, Mission, Monte Vista, and Serrano.

The funding for these school sites, would be used to support summer academic, recreational, and enrichment activities for children in the 2021 Summer expanded learning programs.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 21-50, OMSD would provide \$123,085.89 to fund personnel, training, supplies, and grant oversight. The term of proposed Agreement No. 21-50 is July 1, 2021, through June 30, 2022.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 21-50 with Ontario-Montclair School District to support the Montclair After-school Program.



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 19th day of August, 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) **Scope of Work.** 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):

Provide staff and materials for the ASES Supplemental expanded learning program. See Attachment A for details.

- b) **Staffing.** 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) **Independent Contractor.** 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) **Public Entity Employee.** 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:

See Attachment B and Schedule A for details.

- b) **Travel Expenses.** DISTRICT will pay no additional amount for travel or other expenses of CONSULTANT under this Agreement unless specified below under section 2(c). 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.

c) **Summary of Compensation**

Services: \$123,085.89

Travel Expense: NA

Total contract amount not to exceed (*services + travel*) \$123,085.89

- d) **Retired STRS or PERS.** 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).
- e) **Income Tax.** 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.
- f) **Documentation Required For Payment.** 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) **Services Performed.** 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) **Use of District Space and Resources.** 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) **Regulatory Compliance.** CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- d) **Fingerprinting.** CONSULTANT shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees, including but not limited to CONSULTANT if CONSULTANT is among the agents providing services, 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, including 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 (Exhibit A).
- e) **Indemnification.** 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. Provided however, such indemnification shall be only in proportion to and to the extent such liability, claim, debt, damage, demand, suit, action or cause of action is caused by or results from the improper conduct and/or negligence or intentional acts or omissions of CONSULTANT, its officers, employees, or agents.
- f) **Insurance Requirements.** 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. **General Liability Insurance.** Commercial general liability insurance, covering bodily injury liability, property damage liability and personal injury liability of CONSULTANT with respect to the services provided by, or on behalf of, CONSULTANT under this Agreement. The policy limits shall not be less than One Million dollars (\$1,000,000) per occurrence.
 - a. The DISTRICT requires the Certificate of Liability Insurance to show the DISTRICT as the "Certificate Holder" and "Additional Insured" on the CONSULTANT'S general liability insurance policy. Requested wording in the "Description box" is as follows:

The Ontario-Montclair School District, its departments, officers, agents, and employees are additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named "Insured."
 2. **Auto Liability Insurance.**

CONSULTANT agrees that services in conjunction with this agreement, CONSULTANT will not drive DISTRICT student(s) or employee(s) nor will drive on DISTRICT property or properties in private or commercial vehicle to conduct assessments or conduct other business in conjunction with this agreement. Accordingly, commercial automobile insurance will not be required in conjunction with this agreement. Should CONSULTANT need to provide services in conjunction with this agreement that do require District student and/or District employee transportation in a private or commercial vehicle, the DISTRICT and CONSULTANT will mutually agree in writing on services to be provided, and CONSULTANT will provide insurance as follows: Business auto liability insurance covering the use of "owned, non-owned and hired" autos by or on behalf of CONSULTANT respect to the services to be performed under this Agreement. The policy limits shall not be less than One Million dollars (\$1,000,000) per occurrence. The Auto Liability Insurance policy shall include waiver of subrogation via separate endorsement.

3. **Workers' Compensation Insurance.** This coverage is required unless CONSULTANT provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. CONSULTANT must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Workers' compensation policy shall include waiver of subrogation via separate endorsement.

The policies of insurance described in Paragraph (4g.1-3) listed 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 (4g.1-3) shall be provided to DISTRICT prior to the commencement of services under this Agreement. CONSULTANT agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph (4g.1-3) 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.

- g) **Written Consent.** 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) **Professional Services.** 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) **Indemnification.** 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 for 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 officers, employees, agents, or staff.

6. **TERMINATION OF AGREEMENT**

- a) **Termination without Cause.** 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) **Termination for Breach.** Should CONSULTANT or DISTRICT default in the performance of this Agreement or breach any of its provisions, the non-defaulting party may terminate this Agreement by giving written notification to the party in breach .
 - c) **Immediate Suspension/Termination by District.** 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) **Effect of Termination.** 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.
-

7. **GENERAL PROVISIONS**

- a) **Notices.** Any notices to be given hereunder by either party to the other may be effected 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) **Validity of Agreement.** 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) **Court Findings.** 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) **California Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- e) **Audit.** 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) **Contractual/Equitable Remedies.** CONSULTANT agrees that the DISTRICT is the sole entity against whom the CONSULTANT may seek either contractual or equitable remedies, and further agrees not to seek contractual or equitable remedies (including, but not limited to injunctive relief and quantum meruit) against DISTRICT employees or beneficiaries of the Agreement.
- g) **Board of Trustees Approval.** 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” |
|--------------------------------------------------------------------------|------------------------------------------------------------|
| _____ Signature | _____ Signature |
| _____ Date | _____ Javier “John” Dutrey, Mayor Printed Name/Title |
| _____ Phil Hillman, Chief Business Official Printed Name/Title | _____ Date |
| Ontario-Montclair School District 950 West D Street Ontario, CA 91762 | _____ jdutrey@cityofmontclair.org Email Address/ |
| | _____ 5111 Benito Street Street Address |
| Approved by OMSD Board: _____ | _____ Montclair, CA 91763 City, State, Zip Code |
| | _____ (909) 626-8571 Telephone Number |

Attest: _____
Andrea Myrick, City Clerk

Approved by City Council:

Exhibit A

Certification of Compliance with California Education Code Section 45125.1

I hereby certify that all owners and employees of City of Montclair
[name of CONSULTANT] (“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 INFORMATION

Signature
Javier “John” Dutrey, Mayor

Printed Name/Title

Date
jdutrey@cityofmontclair.org

Email Address/
5111 Benito Street

Street Address
Montclair, CA 91763

City, State, Zip Code
(909) 626-8571

Telephone Number

END OF AGREEMENT FOR CONSULTANT SERVICES

Attachment A

CONSULTANT: City of Montclair

Services to be performed by **CONSULTANT:**

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):

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 - a. Kingsley
 - b. Lehigh
 - c. Mission
 - d. Monte Vista
 - e. Serrano
- II. **CONSULTANT** will have the following responsibilities in support of the ASES Supplemental program:
 - a. Coordinate the academic assistance, homework support, and enrichment portions (including time for physical activity) of the ASES Supplemental program at each school site.
 - b. Hire, train, and supervise site staff, including the site coordinators and program leaders.
 - c. Seek regular input from principals regarding performance evaluations, including recommendations for retraining and terminating a site coordinator and/or other site staff.
 - d. Participate in all cross-training for site coordinators and program leaders.
 - e. Maintain ongoing communication between City of Montclair staff and district staff regarding student needs and progress, including, but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
 - f. Coordinate ASES Supplemental activities with appropriate district staff to assure program supports current academic goals.
 - g. Provide academic assistance and other activities specifically supporting, but not duplicating, daytime curriculum and academic goals.
 - h. Foster communication with and involvement of parents.
 - i. Regularly attend and participate in regularly scheduled operation meetings with **DISTRICT** liaison.
 - j. Provide the **DISTRICT**, in a timely manner, with any required documentation, such as, but not limited to, monthly program evaluations, attendance, and supper counts.
- III. In the event **DISTRICT** implements a distance learning model for delivering education services for a part of, or the entire school year, the expanded learning programs, which include programs after school and summer programs may also move to a distance learning format, if permitted by the California Department of Education. Such distance learning formats include, but are not limited to, prerecorded video lessons, printed assignments, or live video lessons. If the expanded learning programs move to a distance learning format, **CONSULTANT** will implement checks to obtain reasonable assurance of student attendance. Such checks may include, but are not limited to virtual roll calls, parental contact, or email confirmations.

Attachment B

CONSULTANT: City of Montclair

Compensation:

- I. Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **CONSULTANT** for services rendered under this Agreement as follows:
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 - g. **DISTRICT** may reduce funding if the annual attendance average does not meet at least 75% of the attendance required by **CDE** in a single year or is less than 85% in two consecutive years.

Ontario-Montclair School District
 ASES Payment Schedule—City of Montclair
 July 1, 2021 through June 30, 2022

| No. | School | Program | Schedule A | | OMSD's Balance | Tenthly Payment |
|-----|-------------|-------------------|-------------------------|------------------------|-------------------|------------------|
| | | | Estimated Allocation | 95.00% To Montclair | | |
| 065 | Kingsley | ASES Supplemental | 27,236.28 | 25,874.47 | 1,361.81 | 2,587.45 |
| 066 | Lehigh | ASES Supplemental | 24,624.64 | 23,393.41 | 1,231.23 | 2,339.34 |
| 071 | Mission | ASES Supplemental | 21,749.92 | 20,662.42 | 1,087.50 | 2,066.24 |
| 072 | Monte Vista | ASES Supplemental | 36,264.69 | 34,451.46 | 1,813.23 | 3,445.15 |
| 382 | Serrano | ASES Supplemental | 19,688.56 | 18,704.13 | 984.43 | 1,870.41 |
| | | | <u>129,564.09</u> | <u>123,085.89</u> | <u>6,478.20</u> | <u>12,308.59</u> |



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|
| DATE: | JULY 19, 2021 | FILE I.D.: | ADM110-05 |
| SECTION: | CONSENT - AGREEMENTS | DEPT.: | CITY MGR. |
| ITEM NO.: | 10 | PREPARER: | M. FUENTES |
| SUBJECT: | CONSIDER APPROVAL OF AGREEMENT NO. 21-51 WITH CIVIC PUBLICATIONS, INC., TO PROVIDE PUBLIC EDUCATION AND COMMUNITY OUTREACH SERVICES | | |

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 21-51 with Civic Publications, Inc., to provide public education and community outreach services. The City Council approves agreements for professional services.

A copy of proposed Agreement No. 21-51 is attached for City Council review and consideration.

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

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

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

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

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

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

Publication Format

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

Under proposed Agreement No. 21-51, public education and outreach may include updating the public on proposed development and public works projects, upcoming attractions and events, important advisory messages, public safety services, progress on transit development, City finances, grant applications, and any other relevant and important general government services information.

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

The scope of services included in proposed Agreement No. 21-51 includes the following: production, printing, and delivery of a 12-page newsletter; distribution of the newsletter by direct mail to every household in the City; provision of English and Spanish language electronic versions of the newsletter; and distribution of electronic versions of the newsletter to businesses and community members.

FISCAL IMPACT: Approval of Agreement No. 21-51 between the City of Montclair and Civic Publications, Inc., for public education and community outreach would result in a cost to the City of \$28,951.

The costs associated with Agreement No. 21-51 were incorporated in the Fiscal Year 2021-2022 Budget in the Administrative Services Department Budget for Publication and Advertising (Account No. 1001-4317-52090-400).

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 21-51 with Civic Publications, Inc., to provide public education and community outreach services.



CIVIC Publications, Inc.

Christopher W. Lancaster
Publisher

PUBLIC OUTREACH AGREEMENT

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

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

Scope of services include:

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

Total cost for services \$28,951.00

Civic Publications, Inc. agrees to provide all services listed in this agreement, and the City of Montclair agrees to pay Civic Publications, Inc. a total of \$28,951.00

All terms of this agreement to be fulfilled by November 30,2021.

July 12, 2021

Civic Publications, in Date

City of Montclair Date



CITY COUNCIL AGENDA REPORT

| | | | |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------|
| DATE: | JULY 19, 2021 | FILE I.D.: | STB300-17 |
| SECTION: | CONSENT - RESOLUTIONS | DEPT.: | CITY MGR. |
| ITEM NO.: | 1 | PREPARER: | C. GRAVES |
| SUBJECT: | CONSIDER ADOPTION OF RESOLUTION NO. 21-3315 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES | | |

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 21-3315 authorizing the placement of liens on certain properties for delinquent sewer and trash charges. Staff has identified 165 sewer and trash accounts in the odd-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. Exhibit A to Resolution No. 21-3315 lists the properties and lien amounts.

A copy of proposed Resolution No. 21-3315 is attached for the City Council's review and consideration.

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: The recoverable amount is \$101,625.21, plus \$3,300 for release of lien fees, plus \$8,250 in lien fees, for a total of \$113,175.21.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 21-3315 authorizing the placement of liens on certain properties for delinquent sewer and trash charges.

RESOLUTION NO. 21-3315

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 165 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 June 10, 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, July 6, 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 - July 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. 21-3315 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. 21-3315
Report of Delinquent Civil Debts - July 2021

| Street No. | Street | Account type | Delinquency | Lien Fee | Release of Lien Fee | Total Lien Amount |
|------------|--------------------|--------------|-------------|----------|---------------------|-------------------|
| 4334 | Alamitos Street | Residential | 241.60 | 50.00 | 20.00 | 311.60 |
| 4590 | Alamitos Street | Residential | 328.64 | 50.00 | 20.00 | 398.64 |
| 5356 | Alamitos Street | Residential | 793.17 | 50.00 | 20.00 | 863.17 |
| 5366 | Alamitos Street | Residential | 308.96 | 50.00 | 20.00 | 378.96 |
| 4587 | Allesandro Street | Residential | 759.53 | 50.00 | 20.00 | 829.53 |
| 4667 | Allesandro Street | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 9727 | Amherst Avenue | Residential | 262.40 | 50.00 | 20.00 | 332.40 |
| 9757 | Amherst Avenue | Residential | 604.00 | 50.00 | 20.00 | 674.00 |
| 9910 | Amherst Avenue | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 5363 | Arrow Hwy | Commercial | 628.80 | 50.00 | 20.00 | 698.80 |
| 9910 | Bel Air Avenue | Residential | 227.36 | 50.00 | 20.00 | 297.36 |
| 9950 | Bel Air Avenue | Residential | 768.14 | 50.00 | 20.00 | 838.14 |
| 9982 | Bel Air Avenue | Residential | 448.07 | 50.00 | 20.00 | 518.07 |
| 10036 | Bel Air Avenue | Residential | 666.20 | 50.00 | 20.00 | 736.20 |
| 10045 | Bel Air Avenue | Residential | 241.60 | 50.00 | 20.00 | 311.60 |
| 4460 | Benito Street | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 5233 | Benito Street | Senior | 687.01 | 50.00 | 20.00 | 757.01 |
| 5429 | Benito Street | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 5598 | Benito Street | Residential | 812.76 | 50.00 | 20.00 | 882.76 |
| 9384 | Benson Avenue | Residential | 242.88 | 50.00 | 20.00 | 312.88 |
| 9656 | Benson Avenue | Residential | 807.90 | 50.00 | 20.00 | 877.90 |
| 4341 | Berkeley Street | Senior | 421.90 | 50.00 | 20.00 | 491.90 |
| 4797 | Berkeley Street | Residential | 604.00 | 50.00 | 20.00 | 674.00 |
| 5382 | Berkeley Street | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 5392 | Berkeley Street | Residential | 769.10 | 50.00 | 20.00 | 839.10 |
| 9598 | Bolton Avenue | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 4541 | Bonnie Brae Street | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 4412 | Brooks Street #C | Commercial | 419.33 | 50.00 | 20.00 | 489.33 |
| 9851 | Camarena Avenue | Residential | 794.40 | 50.00 | 20.00 | 864.40 |
| 5448 | Cambridge Street | Residential | 833.85 | 50.00 | 20.00 | 903.85 |
| 5471 | Cambridge Street | Residential | 808.40 | 50.00 | 20.00 | 878.40 |
| 5570 | Cambridge Street | Residential | 400.49 | 50.00 | 20.00 | 470.49 |
| 9151 | Camulos Avenue | Residential | 1,073.35 | 50.00 | 20.00 | 1,143.35 |
| 9213 | Camulos Avenue | Senior | 432.24 | 50.00 | 20.00 | 502.24 |
| 9242 | Camulos Avenue | Residential | 744.12 | 50.00 | 20.00 | 814.12 |
| 9243 | Camulos Avenue | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 9433 | Camulos Avenue | Residential | 640.16 | 50.00 | 20.00 | 710.16 |
| 9511 | Camulos Avenue | Residential | 884.00 | 50.00 | 20.00 | 954.00 |
| 9737 | Camulos Avenue | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 9840 | Camulos Avenue | Residential | 532.96 | 50.00 | 20.00 | 602.96 |
| 9877 | Camulos Avenue | Residential | 864.28 | 50.00 | 20.00 | 934.28 |
| 10189 | Camulos Avenue | Residential | 604.00 | 50.00 | 20.00 | 674.00 |
| 5665 | Caroline Street | Residential | 604.00 | 50.00 | 20.00 | 674.00 |
| 9528 | Carrillo Avenue | Senior | 389.92 | 50.00 | 20.00 | 459.92 |
| 9795 | Central Avenue | Residential | 241.11 | 50.00 | 20.00 | 311.11 |
| 9845 | Central Avenue | Residential | 445.08 | 50.00 | 20.00 | 515.08 |
| 9855 | Central Avenue | Residential | 976.30 | 50.00 | 20.00 | 1,046.30 |
| 11096 | Central Avenue | Residential | 271.24 | 50.00 | 20.00 | 341.24 |
| 9795 | Coalinga Avenue | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 9824 | Coalinga Avenue | Senior | 324.18 | 50.00 | 20.00 | 394.18 |
| 9864 | Columbine Avenue | Residential | 616.03 | 50.00 | 20.00 | 686.03 |
| 9964 | Del Mar Avenue | Senior | 767.99 | 50.00 | 20.00 | 837.99 |
| 4405 | Denver Street | Residential | 896.19 | 50.00 | 20.00 | 966.19 |
| 4966 | Denver Street | Senior | 865.99 | 50.00 | 20.00 | 935.99 |
| 5616 | Denver Street | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 5274 | El Morado Street | Residential | 331.61 | 50.00 | 20.00 | 401.61 |
| 5285 | El Morado Street | Residential | 650.65 | 50.00 | 20.00 | 720.65 |

Exhibit A to Resolution No. 21-3315
Report of Delinquent Civil Debts - July 2021

| Street No. | Street | Account type | Delinquency | Lien Fee | Release of Lien Fee | Total Lien Amount |
|------------|---------------------|--------------|-------------|----------|---------------------|-------------------|
| 5429 | El Morado Street | Residential | 793.58 | 50.00 | 20.00 | 863.58 |
| 9109 | Felipe Avenue | Residential | 616.81 | 50.00 | 20.00 | 686.81 |
| 9874 | Felipe Avenue | Residential | 1,010.95 | 50.00 | 20.00 | 1,080.95 |
| 9020 | Fremont Avenue | Senior | 803.29 | 50.00 | 20.00 | 873.29 |
| 9070 | Fremont Avenue | Residential | 373.08 | 50.00 | 20.00 | 443.08 |
| 9567 | Fremont Avenue | Residential | 884.28 | 50.00 | 20.00 | 954.28 |
| 9823 | Fremont Avenue | Residential | 781.20 | 50.00 | 20.00 | 851.20 |
| 9022 | Geneva Avenue | Residential | 241.60 | 50.00 | 20.00 | 311.60 |
| 9985 | Geneva Avenue | Residential | 818.28 | 50.00 | 20.00 | 888.28 |
| 10018 | Geneva Avenue | Residential | 341.39 | 50.00 | 20.00 | 411.39 |
| 10057 | Geneva Avenue | Residential | 604.00 | 50.00 | 20.00 | 674.00 |
| 4307 | Granada Street | Residential | 425.31 | 50.00 | 20.00 | 495.31 |
| 4328 | Granada Street | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 4436 | Granada Street | Residential | 247.56 | 50.00 | 20.00 | 317.56 |
| 4376 | Harvard Street | Residential | 543.60 | 50.00 | 20.00 | 613.60 |
| 4418 | Harvard Street | Residential | 767.65 | 50.00 | 20.00 | 837.65 |
| 5430 | Harvard Street | Residential | 468.57 | 50.00 | 20.00 | 538.57 |
| 5462 | Harvard Street | Residential | 807.27 | 50.00 | 20.00 | 877.27 |
| 9075 | Helena Avenue | Residential | 385.20 | 50.00 | 20.00 | 455.20 |
| 9607 | Helena Avenue | Residential | 830.81 | 50.00 | 20.00 | 900.81 |
| 4611 | Highland Street | Senior | 540.30 | 50.00 | 20.00 | 610.30 |
| 4520 | Holt Blvd. | Commercial | 285.60 | 50.00 | 20.00 | 355.60 |
| 5190 | Howard Street A & B | Multifamily | 1,749.30 | 50.00 | 20.00 | 1,819.30 |
| 4585 | James Street | Residential | 855.89 | 50.00 | 20.00 | 925.89 |
| 9860 | Kimberly Avenue | Residential | 603.80 | 50.00 | 20.00 | 673.80 |
| 9863 | Lindero Avenue | Residential | 207.12 | 50.00 | 20.00 | 277.12 |
| 9884 | Lindero Avenue | Residential | 288.45 | 50.00 | 20.00 | 358.45 |
| 10041 | Lindero Avenue | Residential | 793.21 | 50.00 | 20.00 | 863.21 |
| 10042 | Lindero Avenue | Residential | 373.00 | 50.00 | 20.00 | 443.00 |
| 10086 | Lindero Avenue | Residential | 604.00 | 50.00 | 20.00 | 674.00 |
| 9527 | Marion Avenue | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 9528 | Marion Avenue | Residential | 241.60 | 50.00 | 20.00 | 311.60 |
| 9537 | Marion Avenue | Residential | 322.95 | 50.00 | 20.00 | 392.95 |
| 9547 | Marion Avenue | Residential | 724.80 | 50.00 | 20.00 | 794.80 |
| 9325 | Mills Avenue | Multifamily | 486.92 | 50.00 | 20.00 | 556.92 |
| 9595 | Mills Avenue | Residential | 666.20 | 50.00 | 20.00 | 736.20 |
| 9969 | Mills Avenue | Residential | 241.60 | 50.00 | 20.00 | 311.60 |
| 4449 | Mission Blvd. | Commercial | 431.52 | 50.00 | 20.00 | 501.52 |
| 9056 | Monte Vista Avenue | Residential | 782.41 | 50.00 | 20.00 | 852.41 |
| 9721 | Monte Vista Avenue | Residential | 201.15 | 50.00 | 20.00 | 271.15 |
| 10489 | Monte Vista Avenue | Residential | 3,457.94 | 50.00 | 20.00 | 3,527.94 |
| 4644 | Olive Street | Residential | 802.30 | 50.00 | 20.00 | 872.30 |
| 4683 | Olive Street | Residential | 241.52 | 50.00 | 20.00 | 311.52 |
| 4684 | Olive Street | Residential | 768.00 | 50.00 | 20.00 | 838.00 |
| 4475 | Orchard Street | Residential | 362.40 | 50.00 | 20.00 | 432.40 |
| 5512 | Orchard Street | Residential | 734.34 | 50.00 | 20.00 | 804.34 |
| 5690 | Orchard Street | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 4996 | Phillips Blvd | Residential | 224.32 | 50.00 | 20.00 | 294.32 |
| 5170 | Phillips Blvd | Residential | 243.81 | 50.00 | 20.00 | 313.81 |
| 9925 | Poulsen Avenue | Residential | 604.00 | 50.00 | 20.00 | 674.00 |
| 9375 | Pradera Avenue | Senior | 3,444.77 | 50.00 | 20.00 | 3,514.77 |
| 4833 | Princeton Street | Residential | 392.88 | 50.00 | 20.00 | 462.88 |
| 4846 | Princeton Street | Residential | 846.97 | 50.00 | 20.00 | 916.97 |
| 9060 | Ramona Avenue | Residential | 779.76 | 50.00 | 20.00 | 849.76 |
| 9090 | Ramona Avenue | Residential | 759.91 | 50.00 | 20.00 | 829.91 |
| 9109 | Ramona Avenue | Residential | 241.60 | 50.00 | 20.00 | 311.60 |
| 9529 | Ramona Avenue | Residential | 483.20 | 50.00 | 20.00 | 553.20 |

Exhibit A to Resolution No. 21-3315
Report of Delinquent Civil Debts - July 2021

| Street No. | Street | Account type | Delinquency | Lien Fee | Release of Lien Fee | Total Lien Amount |
|------------|-----------------------|---------------|---------------------|-------------------|---------------------|---------------------|
| 9551 | Ramona Avenue | Residential | 259.00 | 50.00 | 20.00 | 329.00 |
| 9801 | Ramona Avenue | Residential | 409.57 | 50.00 | 20.00 | 479.57 |
| 9413 | Rose Avenue | Residential | 266.15 | 50.00 | 20.00 | 336.15 |
| 9434 | Rose Avenue | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 9471 | Rose Avenue | Residential | 820.72 | 50.00 | 20.00 | 890.72 |
| 9720 | Rose Avenue | Residential | 859.96 | 50.00 | 20.00 | 929.96 |
| 9866 | Rose Avenue | Senior | 724.21 | 50.00 | 20.00 | 794.21 |
| 9966 | Rose Avenue | Residential | 767.94 | 50.00 | 20.00 | 837.94 |
| 4590 | Rosewood Street | Residential | 231.64 | 50.00 | 20.00 | 301.64 |
| 4890 | Rosewood Street | Residential | 636.13 | 50.00 | 20.00 | 706.13 |
| 5361 | Rosewood Street | Residential | 836.70 | 50.00 | 20.00 | 906.70 |
| 11076 | Roswell Avenue | Residential | 540.20 | 50.00 | 20.00 | 610.20 |
| 4164 | Rudisill Street | Residential | 443.32 | 50.00 | 20.00 | 513.32 |
| 4245 | Rudisill Street | Residential | 346.09 | 50.00 | 20.00 | 416.09 |
| 5360 | Rudisill Street | Residential | 897.25 | 50.00 | 20.00 | 967.25 |
| 5399 | Rudisill Street | Residential | 483.20 | 50.00 | 20.00 | 553.20 |
| 4711 | San Bernardino Street | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 4749 | San Bernardino Street | Residential | 660.40 | 50.00 | 20.00 | 730.40 |
| 4786 | San Bernardino Street | Residential | 604.00 | 50.00 | 20.00 | 674.00 |
| 4844 | San Bernardino Street | Residential | 855.70 | 50.00 | 20.00 | 925.70 |
| 5418 | San Bernardino Street | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 5489 | San Bernardino Street | Residential | 711.96 | 50.00 | 20.00 | 781.96 |
| 5422 | San Jose Street | Residential | 723.06 | 50.00 | 20.00 | 793.06 |
| 5433 | San Jose Street | Residential | 483.20 | 50.00 | 20.00 | 553.20 |
| 5453 | San Jose Street | Residential | 241.60 | 50.00 | 20.00 | 311.60 |
| 5412 | San Jose Street #1 | Residential | 214.81 | 50.00 | 20.00 | 284.81 |
| 4424 | San Jose Street #14 | Residential | 516.08 | 50.00 | 20.00 | 586.08 |
| 4424 | San Jose Street #18 | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 4424 | San Jose Street #27 | Residential | 735.20 | 50.00 | 20.00 | 805.20 |
| 4630 | San Jose Street K | Residential | 357.91 | 50.00 | 20.00 | 427.91 |
| 4622 | San Jose Street O | Residential | 439.24 | 50.00 | 20.00 | 509.24 |
| 4622 | San Jose Street R | Residential | 382.72 | 50.00 | 20.00 | 452.72 |
| 4622 | San Jose Street U | Residential | 324.35 | 50.00 | 20.00 | 394.35 |
| 4622 | San Jose Street W | Residential | 228.48 | 50.00 | 20.00 | 298.48 |
| 10016 | Santa Anita Avenue | Residential | 844.11 | 50.00 | 20.00 | 914.11 |
| 10046 | Santa Anita Avenue | Residential | 354.00 | 50.00 | 20.00 | 424.00 |
| 10817 | Silicon Avenue | Residential | 217.12 | 50.00 | 20.00 | 287.12 |
| 4761 | State Street | Commercial | 441.36 | 50.00 | 20.00 | 511.36 |
| 4773 | State Street | Residential | 323.28 | 50.00 | 20.00 | 393.28 |
| 4777 | State Street | Residential | 268.40 | 50.00 | 20.00 | 338.40 |
| 9862 | Steamboat Drive | Residential | 360.41 | 50.00 | 20.00 | 430.41 |
| 9866 | Steamboat Drive | Senior | 697.55 | 50.00 | 20.00 | 767.55 |
| 9514 | Surrey Avenue | Residential | 271.03 | 50.00 | 20.00 | 341.03 |
| 9617 | Surrey Avenue | Residential | 805.20 | 50.00 | 20.00 | 875.20 |
| 9824 | Surrey Avenue | Senior | 486.94 | 50.00 | 20.00 | 556.94 |
| 9563 | Tudor Avenue | Residential | 310.28 | 50.00 | 20.00 | 380.28 |
| 9773 | Tudor Avenue | Residential | 506.04 | 50.00 | 20.00 | 576.04 |
| 9823 | Tudor Avenue | Residential | 440.30 | 50.00 | 20.00 | 510.30 |
| 9966 | Vernon Avenue | Senior | 302.50 | 50.00 | 20.00 | 372.50 |
| 5405 | Yale Street | Residential | 655.31 | 50.00 | 20.00 | 725.31 |
| 5573 | Yale Street | Residential | 279.13 | 50.00 | 20.00 | 349.13 |
| | | Total: | \$101,625.21 | \$8,250.00 | \$3,300.00 | \$113,175.21 |

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JUNE 21, 2021, AT 6:15 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 6:15 p.m.

II. ROLL CALL

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

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

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of June 7, 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 June 7, 2021.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

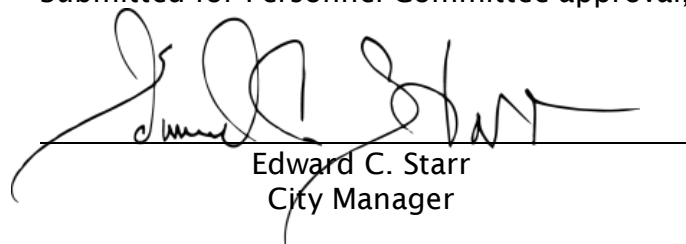
At 6:16 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:38 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 6:38 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
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, JUNE 21, 2021 AT 7:01 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem/Vice Chair Ruh called the meeting to order at 7:01 p.m.

II. INVOCATION

The invocation was given by **Sri Charana, Nithyananda Vedic Temple**.

III. PLEDGE OF ALLEGIANCE

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

IV. ROLL CALL

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

City Manager/Executive Director Starr; Director of Human Services Richter; Senior Management Analyst Fuentes; Director of Administrative Services and Human Resources Hamilton; Executive Director of Public Safety/Police Chief Avels City Attorney Robbins; City Clerk Myrick

Absent: Mayor/Chair Dutrey (excused)

V. PRESENTATIONS

A. **Chamber of Commerce Presentation of Police Officer of the Year and Annual Achievement Awards**

Mr. Tim Walborn, Past Chair of the **Montclair Chamber of Commerce** Board of Directors, stated the Chamber annually holds a luncheon at which members of the Police Department are recognized for their hard work and dedication to the community and the Officer of the Year and Annual Achievement Awards are presented; however, due to the pandemic he noted last year the event was cancelled and this year the Chamber decided to make a Council Meeting presentation. He asked Executive Director of Public Safety/Police Chief Avels to introduce this evening's honorees.

Chief Avels presented the 2020 Officer of the Year Award to Officer Miguel Huerta, and the Annual Achievement Award to Officer Mark Robles and discussed accomplishments that earned them this honor.

Past Chair Walborn presented both officers with crystal trophies on behalf of the **Montclair Chamber of Commerce**.

Mayor Pro Tem Ruh presented the honorees with Certificates of Recognition from the City. Certificates were also presented on behalf of **Fourth District County Supervisor Curt Hagman**, **Assembly Member Freddie Rodriguez**, and **Senator Connie Leyva**.

VI. PUBLIC COMMENT

A. **Mr. Matt Muncy**, resident, expressed his support and appreciation for the City's Pride Month proclamation and the rainbow lights in the Council Chambers. He stated he was offended by the anti-LGBTQ+ words spoken by a resident at the last Council meeting, and that such hateful rhetoric is harmful to the community; however, attitudes from those in power is even more harmful, referencing a Council Member's past remarks in front of the California legislature and on social media, and declared that elected officials who cannot commit to words and actions to protect all community members, especially those who have faced historic oppression, should not hold office.

- B. **Ms. Gina Howerton**, resident, raised a complaint about the traffic light on Kingsley Street and Monte Vista Avenue, noting the red light for cars waiting on Kingsley Street is extremely long even when there is no traffic on Monte Vista Avenue. She also noted that during the election, she made a comment on social media about the LGBTQ+ community and Council Member Martinez replied accusing her of not being a resident, and of being a homophobic, outside instigator. She stated she has, in fact, resided in Montclair for 35 years.

VII. PUBLIC HEARINGS

- A. **Consider Setting a Public Hearing for Monday, July 19, 2021, at 7:00 p.m. in the City Council Chambers and Continuing Review and Consideration 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 to Said Public Hearing**

City Manager Starr advised staff is requesting this item be continued to the next regular meeting on July 19, 2021, so the property owner has more time to resolve an easement issue.

Mayor Pro Tem Ruh declared it the time and place for a public hearing related to Resolution No. 21-3311 and invited members of the audience to provide comments. There being no members of the audience requesting to speak, Mayor Pro Tem Ruh closed the public hearing.

Moved by Council Member Johnson, seconded by Council Member Lopez, and carried 4-0-1 by the following vote, the City Council continued this item to a public hearing on Monday, July 19, 2021, at 7:00 p.m. in the City Council Chambers:

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

VIII. CONSENT CALENDAR

Council Member Johnson pulled Items B-11 and C-1.

Council Member Lopez pulled Items C-4, C-7, and C-8.

Moved by Council Member/Director Lopez, seconded by Council Member/Director Johnson, and carried unanimously 4-0-1 (Dutrey absent), the City Council approved the remainder of the Consent Calendar as presented:

A. Approval of Minutes

1. Regular Joint Meeting — June 7, 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 June 7, 2021 regular joint meeting.

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 May 31, 2021.

2. Approval of City Warrant Register and Payroll Documentation

The City Council approved the City Warrant Register dated June 21, 2021, totaling \$590,118.94; and the Payroll Documentation dated May 23, 2021, amounting to \$629,988.76 gross, with \$418,573.19 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 May 31, 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 05.01.21-05.31.21 in the amounts of \$7,779.34 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 May 31, 2021.

6. Approval of MHC Warrant Register

The MHC Board approved the MHC Warrant Register dated 05.01.21-05.31.21 in the amount of \$37,781.83.

7. Receiving and Filing of MHA Treasurer's Report

The MHA Commissioners received and filed the MHA Treasurer's Report for the month ending May 31, 2021.

8. Approval of MHA Warrant Register

The MHA Commissioners approved the MHA Warrant Register dated 05.01.21-05.31.21 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 \$651,000 Transfer from the Park Development Fund in the Amounts of \$569,077.58 to the 2014 Lease Revenue Bond Fund to Cover the Purchase of Park Properties and \$81,922.42 to the Infrastructure Fund to Cover Unanticipated Current Project Costs and to Provide Funding for Future Infrastructure Improvements

The City Council authorized a \$651,000 transfer from the Park Development Fund in the amounts of \$569,077.58 to the 2014 Lease Revenue Bond Fund to cover the purchase of park properties and \$81,922.42 to the Infrastructure Fund to cover unanticipated current project costs and to provide funding for future infrastructure improvements.

12. Concluding the Memorandum of Understanding with Inland Empire Utilities Agency (IEUA) for Participation in the Development of the Chino Basin Program

Authorizing the City Manager to Provide Formal Notification of the Action to the IEUA Board of Directors and General Manager

The City Council took the following actions:

- (a) Concluded the Memorandum of Understanding with Inland Empire Utilities Agency (IEUA) for participation in the development of the Chino Basin Program.
- (b) Authorized the City Manager to provide formal notification of the action to the IEUA Board of Directors and General Manager.

13. Approval of the Payment for a One-Year Subscription Renewal of Zengine Application Software for the Montclair to College Program Through Wizehive, Inc. in the Amount of \$7,350

The City Council acting as successor to the Montclair Community Foundation Board approved the payment for a one-year subscription renewal of Zengine application software for the Montclair to College Program through Wizehive, Inc. in the amount of \$7,350.

C. Agreements

2. Approval of Agreement No. 21-27 with Catering Systems, Inc. to Provide Meals for the City's Senior Citizen Nutrition Program

The City Council approved *Agreement No. 21-27* with Catering Systems, Inc. to provide meals for the City's Senior Citizen Nutrition program.

3. Approval of Agreement No. 21-28 with Nutrition Ink to Provide Nutrition Education Services for the City's Senior Citizen Nutrition Program

The City Council approved *Agreement No. 21-28* with Nutrition Ink to provide nutrition education services for the City's Senior Citizen Nutrition Program.

5. Approval of Agreement No. 21-33 with All City Management Services, Inc. for School Crossing Guard Services

The City Council approved *Agreement No. 21-33* with All City Management Services, Inc. for school crossing guard services.

6. Approval of Agreement No. 20-34 with LAE Associates, Inc. for Program Management Assistance for the Highway Safety Improvement Program (HSIP) for the Ramona Avenue/Howard Street Roundabout Project

The City Council approved *Agreement No. 20-34* with LAE Associates, Inc. for Program Management Assistance for the Highway Safety Improvement Program (HSIP) for the Ramona Avenue/Howard Street Roundabout Project.

IX. PULLED CONSENT CALENDAR ITEMS

B. Administrative Reports

11. Authorizing the Use of \$5,500 in State Asset Forfeiture Funds to Host the 2021 National Night Out Event

Mayor Pro Tem Ruh requested clarification on the date and time of the event.

Chief Avels advised the national event is always held on the first Tuesday in August and this year it will be on Tuesday, August 3, 2021, beginning at 6:30 p.m.

Council Member Johnson asked if Police and Fire vehicles would be available for children to explore.

Chief Avels confirmed the vehicles will be at the event.

Moved by Council Member Lopez, seconded by Council Member Martinez, and carried unanimously 4-0-1 (Dutrey absent), the City Council authorized the use of \$5,500 in State Asset Forfeiture funds to host the 2021 National Night Out Event.

C. Agreements

1. Approval of Agreement No. 21-22 with Consolidated Fire Agencies of San Bernardino County (CONFIRE) for Continued Dispatch and Communication Services

Council Member Johnson asked what dispatch center gets 9-1-1 calls in Montclair first.

Chief Avels advised the calls are first directed to the Montclair Police Department, and then are routed to CONFIRE if fire, rescue, or ambulatory services are needed; however, typically an officer would also be dispatched to assist.

Moved by Council Member Johnson, seconded by Council Member Martinez, and carried unanimously 4-0-1 (Dutrey absent), the City Council approved *Agreement No. 21-22* with Consolidated Fire Agencies of San Bernardino County (CONFIRE) for continued dispatch and communication services.

4. Approval of Agreement No. 21-29, a Memorandum of Understanding with the Montclair Firefighters' Association for the Period of July 1, 2021 to June 30, 2026

Approving the Transfer of the Appropriate Additional Compensation from the Personnel Adjustment Reserve Fund to the General Operating Fund

Council Member Lopez stated he is mostly pleased with the contract, noting he feels a longer term contract serves employees better than annual contracts. He stated he feels this will help reduce the number of firefighters leaving for the County. He noted with the federal government's recent adoption of Juneteenth as a federal holiday, he would like to see that holiday added into the MOU and made a motion to approve the MOU with that amendment.*

City Manager Starr advised federal holidays are not typically something that is automatically granted to employees, and that new holidays must be negotiated for. He noted staff would not recommend providing that holiday to MFFA, which would likely then need to be offered to the other employee bargaining units at great additional expense to the City with nothing in return from the employees to offset the cost.

*With no second to the motion, the motion failed.

Moved by Lopez, seconded by Council Member Johnson, and carried unanimously 4-0-1 (Dutrey absent), the City Council took the following actions:

- (a) Approved *Agreement No. 21-29*, a Memorandum of Understanding with the Montclair Firefighters' Association for the period of July 1, 2021 to June 30, 2026.
- (b) Approved the transfer of the appropriate additional compensation from the Personnel Adjustment Reserve Fund to the General Operating Fund.

7. Consider Approval of Agreement No. 21-35 Amending Agreement No. 20-79 with EPT Design for Design Services for the Reeder Ranch Park Project

Council Member Lopez asked if there were increased costs or fees and if those were negotiated for this project.

City Manager Starr advised the increases relate to staff-requested items in order to make the project more comprehensive and better overall to serve the surrounding community.

Action for this item was considered in conjunction with C-8.

8. Amending the 2019-2024 Capital Improvement Program Adding the Reeder Ranch Master Plan

Authorizing an \$8,500 Appropriation of Community Development Block Grant (CDBG) Funds for Design of the Reeder Ranch Master Plan

Approval of Agreement No. 21-36 with EPT Design for Design Services for the Reeder Ranch Master Plan

Council Member Lopez stated he was under the impression that CDBG funds had already been exhausted for this project.

City Manager Starr noted the funds that were exhausted were for the improvements to the Reeder Ranch property itself, and not for the Foundation. He noted the County actually proposed the additional expenditure of funds for the development of a master plan incorporating the park with the adjacent property.

Moved by Council Member Lopez, seconded by Council Member Martinez, and unanimously approved 4-0-1 (Dutrey absent), the City Council approved *Agreement No. 21-35* amending *Agreement No. 20-79* with EPT Design for design services for the Reeder Ranch Park Project; and took the following actions:

- (a) Amended the 2019-2024 Capital Improvement Program adding the Reeder Ranch Master Plan.
- (b) Authorize an \$8,500 appropriation of Community Development Block Grant (CDBG) Funds for design of the Reeder Ranch Master Plan.
- (c) Approved *Agreement No. 21-36* with EPT Design for design services for the Reeder Ranch Master Plan.

X. COUNCIL/MHC WORKSHOP

A. Fiscal Year 2021-22 Preliminary Budget Review

The City Council/Montclair Housing Corporation Board of Directors continued the presentation to an adjourned meeting to be held on Monday, June 28, 2021, at 6:00 p.m.

XI. COMMUNICATIONS

A. Department Reports — None

B. City Attorney

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

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

Agency: City of Montclair
Employee Organizations: Management, Montclair City Confidential Employees' Assoc., Montclair General Employees' Assoc., Montclair Fire Fighters' Assoc., and Montclair Police Officers' Assoc.

2. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations

Properties: 5050 E. Arrow Hwy., Montclair (APN 1007-701-01)
City Negotiator: Edward C. Starr, City Manager
Negotiating Parties: City of Montclair and Village Partners Ventures LLC
Under Negotiations: Recommendations Regarding Purchase Price.

C. City Manager/Executive Director

City Manager/Executive Director Starr advised the vaccination clinic that was previously being conducted outside in the parking lot of the **Montclair Transcenter** has recently shut down due to the heat, and the City is trying to get them to open the vaccination clinic at the **Kids Station** where testing was previously held.

D. Mayor Pro Tem/Vice Chair

1. Mayor Pro Tem/Vice Chair Ruh made the following comments:
 - (a) He announced the July 6, 2021 regular joint meeting of the City Council and other bodies is cancelled.
 - (b) He advised a special meeting of the City Council and Montclair Housing Corporation Board would be held on Wednesday, June 30, 2021, at 6:00 p.m. in the City Council Chambers to consider adoption of the City and MHC budgets and to consider appointments to the Planning and Community Activities Commissions.
 - (c) In honor Juneteenth being made a federal holiday, he suggested the City incorporate some kind of Juneteenth recognition into the Country Fair Jamboree in future years.
 - (d) He noted he attended the memorial service for **Hollis Judkins** last Thursday at **Bethany Baptist Church**, where many community members mourned the loss of a dedicated individual who gave so much of her time volunteering with the City.
 - (e) He thanked Chief Avels and commended the Police Department and partner agencies for their work addressing the car explosion on Kingsley Street.
 - (f) He stated his appreciation for the cooperative efforts of the **Orange, Riverside, Los Angeles, and San Bernardino County Sheriffs' Departments** to find the murder suspects in the recent freeway shooting that took the life of **Aiden Leos**, a six-year-old child.
 - (g) He stated his support for more affordable housing projects and condemned those who claim affordable housing projects are a drain on public services, noting the residents become contributing members of the community.
 - (h) He advised Senate Bill 519 related to legalizing the personal possession of certain psychedelic drugs was just passed by the State Senate and is now in the Assembly. He noted this issue may come to the voters and urged the community to consider that these are controlled substances that are prescribed by medical professionals and should stay that way as a matter of public safety.
 - (i) He emphasized the importance of inoculating as many people as possible against COVID-19 and encouraged the community to get vaccinated.
 - (j) He noted there was an incredible amount of support from legislators throughout the region for building the **Gold Line** to Montclair from what he heard at the last **Gold Line Joint Powers Authority** meeting.

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

1. Council Member/Director Lopez made the following comments:
 - (a) He provided construction road closure updates for Monte Vista Avenue and the I-10 freeway on- and off-ramps.
 - (b) He advised he participated in a Police and Code Enforcement ride-along and now has an even deeper understanding and respect for all that Police and Code Enforcement officers do.
 - (c) He requested staff provide a report after the Independence Day holiday regarding the result of firework enforcement efforts, as well as plans for future enforcement strategies and increased fines and penalties.

- (d) He noted with the City's recent implementation of an employee policy to require mask-wearing for unvaccinated individuals, he would like to state his opposition to requiring employees to reveal their vaccination status as a matter of privacy.
 - (e) He expressed his gratitude that the parks could be open for little league play this year.
 - (f) He noted he would like the meeting to be adjourned in memory of **Los Angeles County Firefighter Specialist Tory Carlon**, who was shot by an off-duty coworker at the fire station. He noted he is glad the state is now considering mental health relief days for firefighters.
 - (g) In response to those who continue to speak against his service on the City Council, he referenced a statement he issued after the election, noting he believes all residents, regardless of background, deserve access to City services.
2. Council Member/Director Johnson made the following comments:
- (a) She noted the masking issue is a continually moving target with the latest guidance being that those who are vaccinated do not need to wear a mask indoors. She noted she feels providing vaccination record to an employer is no different from what children must do in order to attend school.
 - (b) She advised the City would be opening a vaccination clinic in the Community Center on Thursdays and Fridays from 10:00 a.m. to 2:00 p.m. throughout the month of July and while appointments are preferred, they are not required.
 - (c) She stated **Southern California Gas Company (SCG)** is now providing nonessential and nonemergency services once again and encouraged residents to schedule delayed maintenance or inspections through **SCG's** website.
3. Council Member/Director Martinez made the following comments:
- (a) She recognized and commended all parties involved with the negotiation of the five-year contract for MFFA.
 - (b) She thanked Director of Human Services Richter for advocating for the City's senior citizens and keeping City services available for them.
 - (c) She noted she would be excited for the City to become more involved with celebrating Juneteenth.
 - (d) She congratulated Officers Robles and Huerta for their awards this evening.

F. Committee Meeting Minutes

1. Minutes of Personnel Committee Meeting of June 7, 2021

The City Council received and filed the minutes of the Personnel Committee meeting of June 7, 2021, for informational purposes.

XII. CLOSED SESSION

At 8:50 p.m., the City Council went into closed session to discuss labor negotiations and real property negotiations.

XIII. CLOSED SESSION ANNOUNCEMENTS

At 9:15 p.m., the City Council returned from closed session. Mayor Pro Tem Ruh announced the City Council met in closed session to discuss labor and real property negotiations; information was received and direction given to staff; and no further announcements would be made at this time.

XIV. ADJOURNMENT

At 9:15 p.m., Vice Chair Ruh adjourned the Successor Agency Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board.

At 9:15 p.m., Mayor Pro Tem/Vice Chair Ruh adjourned the City Council and Montclair Housing Corporation Board of Directors to Monday, June 28, 2021, at 6:00 p.m. in the City Council Chambers.

The meeting was adjourned in memory of **Los Angeles County Firefighter Specialist Tory Carlon**.

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

Andrea Myrick
City Clerk

MINUTES OF THE ADJOURNED REGULAR JOINT MEETING OF THE
MONTCLAIR CITY COUNCIL AND MONTCLAIR HOUSING
CORPORATION BOARD HELD ON MONDAY, JUNE 28, 2021, AT
6:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

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

II. ROLL CALL

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

City Manager/Executive Director Starr; Finance Manager
Kulbeck; Senior Management Analyst Fuentes; Human Services
Director Richter; City Clerk Myrick

III. COUNCIL/MHC BOARD WORKSHOP

A. Fiscal Year 2021–22 Preliminary Budget Review Presentation

City Manager/Executive Director Starr discussed the great challenges of the past year with the City's COVID-19 budget cuts, but also referenced the economy's seemingly strong rebound, the voters' passage of Measure L at the 2020 election, and federal COVID-19 assistance presenting a more positive outlook for the upcoming budget year.

Finance Manager Kulbeck discussed the FY 2021–22 Preliminary Budgets for the City of Montclair and the Montclair Housing Corporation with the aid of a PowerPoint presentation.

During her presentation, Finance Manager Kulbeck noted a \$2,079,847 surplus exists in the preliminary General Fund Revenues Budget related to projected increases in the City's Sales Tax and Transactions and Use Tax revenues, which has enabled the General Fund Unassigned Reserve to be brought to \$8 million—approximately 24.95 percent of the preliminary General Fund Operating Appropriations Budget, essentially meeting the Council's goal of 25 percent. She further reviewed additional revenue components of the budget.

City Manager Starr advised one important revenue component to note would be from **Greyhound** relocating from Claremont to the **Montclair Transcenter**.

Mayor Pro Tem/Vice Chair Ruh indicated support for **Greyhound** bus service at the **Transcenter**, noting it would provide a direct connection for residents and nearby communities to the **Amtrak** train system.

Mayor/Chair Dutrey asked if the City Council would have final approval on the **Greyhound** contract.

City Manager Starr confirmed the contract would come to Council for approval, noting the use of the terminal will bring \$15,000 per year and maintenance and security will be charged at \$50,000 per year.

Finance Manager Kulbeck presented the 2021–22 Preliminary Budget Appropriations for the departments and General Fund transfers, including \$558,661 from the General Fund Operating Budget to the proposed UAL/POB Amortization Fund for maintenance of any unfunded actuarial liability in the event the City Council approves an issue of pension obligation bonds later this year.

Mayor Pro Tem/Vice Chair Ruh asked if the City would be able to purchase police vehicles at a reduced rate by going with a specific model, in reference to a former deal in the 1990s where cities were able to purchase a fleet of discounted **Chevy** Caprice police vehicles.

City Manager Starr advised there are no longer such deals being offered to agencies because few automotive companies make police vehicles so there is not much room for negotiation.

Mayor/Chair Dutrey stated if the City is not awarded a grant to purchase a new fire engine, he would like the City Council to discuss purchasing one using the General Fund.

Finance Manager Kulbeck discussed the City's history of increasing **California Public Employees Retirement System (CalPERS)** costs over the last decade, and the upcoming anticipated FY2021-22 payment of \$7.8 million, which includes an annual unfunded accrued liability (UAL) payment of \$5.6 million and an employer rate of \$2.2 million.

Council Member/Director Lopez received clarification that the employer rate increases one to three percent every year and asked how the potential bond issue would address the UAL increases.

City Manager Starr stated the projected annual savings paid on the pension obligation bond would be deposited into an account and used to offset any additional debt attributed to the UAL.

Finance Manager Kulbeck discussed the City's pandemic recovery plan including restoration of frozen and laid off positions; issuing lease revenue bonds to fund infrastructure projects throughout the community; and establishment of a Coronavirus Local Fiscal Recovery Fund.

Council Member/Director Lopez received clarification on the specifics of some of the proposed facility improvement projects including the civic center courtyard, lobbies, reception areas, and restrooms of various buildings.

Council Member/Director Johnson asked if the roundabout at Ramona Avenue would be addressed by the bonds.

City Manager Starr advised the funds for that project have already been secured through a grant.

Mayor Pro Tem/Vice Chair Ruh stated he would like to see more traffic calming measures implemented throughout the community.

Mayor/Chair Dutrey asked why the splash pad repairs are not being done sooner so it can be opened during the current summer season.

Council Member/Director Lopez concurred, noting other cities have had their splash pads open all summer this year.

City Manager Starr advised repairs would take at least two months for the splash pad to be operational, and the discouragement of social gatherings during the pandemic made it impractical to schedule maintenance for potentially little to no use for the remainder of the current summer.

Mayor/Chair Dutrey stated he would like the City to allocate COVID relief funds to assist business community with rent relief and determine other needs during this recovery period.

Council Member/Director Lopez concurred and asked if Council Members could submit their top five priorities at a future meeting to determine what projects should be prioritized. He noted he feels the City should consult with the **Monte Vista Water District** on any plans to install reclaimed water lines for the north Montclair projects.

Mayor Pro Tem/Vice Chair Ruh stated the City also needs to focus on legislation surrounding warehouse businesses, noting there have been some sales tax issues regarding the point-of-sale and what jurisdiction gets the sales taxes, similar to car dealership sales.

Finance Manager Kulbeck discussed the reorganization element of the preliminary budget, including the re-establishment of a Department of Economic Development and Housing; increasing the number of dispatchers in the Police Department; creating, restructuring, and reclassifying of new positions; and restoring

positions that were frozen prior to and during the pandemic.

Council Member/Director Ruh stated he remains opposed to the Information Relations Officer position, noting he feels that job could be outsourced to a private consulting firm at a lower cost and without having to pay benefits.

City Manager Starr advised the position to which he is referring would be reclassified to Economic Promotion Coordinator, which would have responsibilities including direct interaction with and assistance to businesses throughout the City, and would be far more involved than a consultant or firm. He added a consultant doing that job would likely need to be provided employee benefits anyway due to a recent court ruling that contracted employees whose activities are closely controlled by the hiring agency have rights to regular employee benefits.

Council Member/Director Lopez asked why the position is budgeted at the highest step.

City Manager Starr advised all vacant positions are budgeted that way because if a current employee is appointed to the position, they would need to be placed into the step that is closest to their current salary.

Finance Manager Kulbeck concluded her presentation with a review of the 2021-22 Preliminary Budget of the Montclair Housing Corporation.

Council Member/Director Martinez stated she is impressed with the City's achievement of its goal to achieve a reserve fund that is 25 percent of the operating budget.

Council Member/Director Johnson thanked City Manager Starr and Finance Manager Kulbeck for their hard work on this budget and for the presentation.

Council Member/Director Lopez asked what part-time benefitted positions are assigned to the Fire Department.

City Manager Starr advised the part-time benefitted position is an Administrative Technician.

Council Member/Director Lopez requested staff provide him with a list of all part-time benefitted positions. He noted he would like to see an increase in development impact fees or an increased contribution to the City from developers for large projects.

City Manager Starr advised the City implements Community Facilities Districts in new developments to fund maintenance and safety services, and there are already several development impact fees levied by the City, County, special districts, and the school district on developers. He noted the City had to negotiate reducing the excessive fees levied by the **Inland Empire Utilities Agency** on behalf of **CIM Group** during the **AMC Theater** construction.

Mayor Pro Tem/Vice Chair Ruh stated he would oppose increases to development impact fees, noting they have a negative impact on new housing and businesses by increasing the cost to build and thus the expense to live and do business in the City.

Council Member/Director Lopez stated he is glad the City has a surplus but he still has some reservations about the budget. He noted there are things he likes and others he does not like.

Mayor Pro Tem/Vice Chair Ruh stated he can live with the budget as presented this evening, however he remains opposed to the creation of the new Economic Promotion Coordinator position.

Mayor/Chair Dutrey stated his general satisfaction with the preliminary budget as presented and expressed an optimistic outlook for the City's future with the current budget surplus, several development projects in the pipeline, and the full reopening of restaurants and businesses that survived the pandemic.

IV. PUBLIC COMMENT

- A. **Mr. Bill Kaufman** introduced himself as a businessperson who has owned several cannabis dispensaries and distribution centers in Seattle and Venice Beach, and stated he was encouraged to hear that the City of Montclair may be considering the legalization of commercial cannabis. He noted his businesses have been great contributors to the communities in which they operate including beach clean-ups and sports field renovations. He noted with the ongoing redevelopment of the mall and areas around north Montclair, and with its proximity to the freeway, Montclair would be a great location for a safe legal cannabis industry to operate, and would combat the current cannabis delivery market that is operating without contributing any taxes or social benefits to the City.
- B. **Ms. Eleni Christianson** stated she has been a Montclair resident for 17 years and has been very impressed with the development of the City. She stated she has worked for a consultant for cannabis testing labs for the past year and a half and is excited for cities welcoming legal sales of cannabis, noting she has learned so much working within the industry and even as the parent of an eight-year-old would feel more comfortable living in a city with legalized sale of cannabis than the black market operating. She stated she would love to learn more about the City's plans for this industry and looks forward to attending future Council meetings.

V. ADJOURNMENT

At 8:36 p.m., Mayor/Chair Dutrey adjourned the City Council and Montclair Housing Corporation Board and announced a special meeting would be held on Wednesday, June 30, 2021, in the City Council Chambers to consider adoption of the Fiscal Year 2021-22 City and MHC Budgets and to consider actions on other matters as necessary.

Submitted for City Council/Montclair Housing Corporation Board approval,

Andrea Myrick
City Clerk

MINUTES OF THE SPECIAL JOINT MEETING OF THE MONTCLAIR CITY COUNCIL AND MONTCLAIR HOUSING CORPORATION BOARD HELD ON MONDAY, JUNE 30, 2021, AT 6:03 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 6:03 p.m.

II. PLEDGE OF ALLEGIANCE

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

III. ROLL CALL

Present: Mayor/Chair Dutrey; Council Members/Directors Johnson, Martinez, and Lopez

City Manager/Executive Director Starr; Finance Manager Kulbeck; Director of Human Services Richter; Senior Management Analyst Fuentes; City Clerk Myrick

Absent: Mayor Pro Tem/Vice Chair Ruh

IV. PRESENTATIONS

A. Recognition of Outgoing Planning Commissioner Barry Rowley

Mayor Dutrey thanked Commissioner Rowley for his four years of service on the Planning Commission and presented him with a Certificate of Recognition. He added Commissioner Rowley's service honors his late father, **Mr. Ernest Rowley**, who served as a Council Member from 1963 to 1977, with three of those years as Mayor from 1965 to 1968.

Council Member Johnson thanked Commissioner Rowley for his service, noting she served alongside him when he was first appointed to the Planning Commission and she was impressed with his ambition and proficiency as the Commission's Chair.

Commissioner Rowley thanked the City for this recognition, noting he intends to continue to be involved with the City.

V. COMMISSION APPOINTMENTS

A. Consider Making Appointments to Two (2) Scheduled Vacancies on the Planning Commission for Full Four-Year Terms Ending June 30, 2025

Mayor Dutrey stated there were two applicants for the two vacancies on the Planning Commission: **Manny Martinez**, seeking reappointment to a new term, and **Krishna Patel**.

Moved by Mayor Dutrey, seconded by Council Member Johnson, and carried unanimously 4-0-1 (Ruh absent), the City Council reappointed **Manny Martinez** and appointed **Krishna Patel** to full four-year terms on the Planning Commission ending June 30, 2025.

B. Consider Making Appointments to Three (3) Scheduled Vacancies on the Community Activities Commission for Partial Three-Year Terms Ending June 30, 2024

Mayor Dutrey stated there were only three responsive applicants for the three vacancies on the Community Activities Commission, who are the three current Commissioners seeking reappointment.

Moved by Mayor Dutrey, seconded by Council Member Johnson, and carried unanimously 4-0-1 (Ruh absent), the City Council reappointed **Arturo Padilla**, **Diane Wells**, and **Edwin Alexander Hernandez** to partial three-year terms on the Community Activities Commission ending June 30, 2024.

VI. CONSENT CALENDAR

Mayor/Chair Dutrey pulled Item A-3 from the consent calendar for discussion and separate vote.

Moved by Mayor/Chair Dutrey, seconded by Council Member/Director Martinez, and carried unanimously 4-0-1 (Ruh absent) for approval of the remainder of the Consent Calendar as presented:

A. Resolutions

1. Adoption of Resolution No. 21-3316 Authorizing Approval of the Change in Population in San Bernardino County During 2020 for the Purpose of Calculating the Gann Spending Limit for Fiscal Year 2021-22

The City Council adopted Resolution No. 21-3316 authorizing approval of the change in population in San Bernardino County during 2020 for the purpose of calculating the Gann Spending Limit for Fiscal Year 2021-22.

2. Adoption of Resolution No. 21-3317 Establishing an Appropriations Limit for Fiscal Year 2021-22 Pursuant to Article 13-B of the California Constitution and to Section 7910 of the Government Code

The City Council adopted Resolution No. 21-3317 establishing an appropriations limit for Fiscal Year 2021-22 pursuant to Article 13-B of the California Constitution and to Section 7910 of the Government Code.

4. Adoption of Resolution No. 21-01 Adopting the Fiscal Year 2021-22 Budget for the Montclair Housing Corporation

The Montclair Housing Corporation Board of Directors adopted Resolution No. 21-01 adopting the Fiscal Year 2021-22 Budget for the Montclair Housing Corporation.

VII. PULLED CONSENT CALENDAR ITEMS

A. Resolutions

3. Adoption of Resolution No. 21-3318 Adopting the City of Montclair Fiscal Year 2021-22 Annual Budget

Council Member Johnson stated last year, residents were surveyed regarding the City services that were most important to them, and she is happy to see that this budget addresses all of those items including enhanced police and fire service, road and infrastructure improvements, and renovation of public facilities for enjoyment of the community.

Council Member Lopez stated he and Council Member Ruh have shared similar concerns about this budget relating to the reorganization element, but he feels there are steps in the right direction to address public safety issues and community programs. He voiced his concerns with how long it takes to start recruitments for the Fire Department and stated having the money and positions does nothing without people to fill the jobs. He expressed his opinion that money towards remodels of courtyards and monuments should instead be given as bonuses to public safety employees on the frontline during the pandemic. He stated he expects the City to purchase a new fire engine using its own funds if the grant applications are not successful. He noted the budget alludes to the City going with Option 3 for repayment of the Pension Obligation Bonds, whereas he feels Option 2 would result in more savings and hopes there can be further discussion about that before it is approved. He stated he feels too much of the additional revenue from Measure L is going to be tied up paying for bonds and debts. He reiterated his request for Council Members to submit five project priorities to be funded by the infrastructure bond.

City Manager Starr advised that the City Council would be required to determine projects to be funded by the bonds before they are issued, and there are several months left before that process begins. He added those listed in the budget are staff's ideas and recommendations.

Mayor Dutrey stated the discussion of infrastructure bond projects would take place among the City Council at the appropriate meetings in August, and the final project list will be approved as long as three members of the City Council agree.

Moved by Council Member Lopez, seconded by Council Member Johnson, and carried unanimously 4-0-1 (Ruh absent) the City Council adopted Resolution No. 21-3318 adopting the City of Montclair Fiscal Year 2021-22 Annual Budget.

VIII. ADJOURNMENT

At 6:40 p.m., Mayor/Chair Dutrey adjourned the City Council and Montclair Housing Corporation Board in memory of **Mr. Louis Roger Fondario**, beloved community member and husband of former Community Activities Commissioner Mary Fondario.

Submitted for City Council/Montclair Housing Corporation Board approval,

Andrea Myrick
City Clerk

CITY OF MONTCLAIR
TREASURER'S REPORT
FOR THE MONTH ENDING
JUNE 30, 2021

TABLE OF CONTENTS

SCHEDULE 1

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

SCHEDULE 2

STATEMENT OF CASH AND INVESTMENTS BY FUND

SCHEDULE 3

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

GRAPH

CASH AND INVESTMENTS BY TYPE

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

JUNE 30, 2021

COMPLIANCE STATEMENT

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

Total Investments

\$ 32,759,265

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

INVESTMENT STRATEGY FOR THE UPCOMING MONTH

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

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF JUNE 30, 2021

| <u>Fund</u> | <u>Beginning Balance</u> | <u>Receipts</u> | <u>Disbursements</u> | <u>Interfund Transfers</u> | <u>Ending Balance</u> | |
|---------------------------------------|------------------------------|------------------------|------------------------|--------------------------------|---------------------------|-----|
| General Fund | \$ 969,564.77 | \$ 2,647,003.33 | \$ 1,940,461.70 | \$ - | \$ 1,676,106.40 | (1) |
| Gas Tax Fund | (311,283.90) | 143,921.99 | 60,426.66 | - | (227,788.57) | (2) |
| Road Maintenance - Section 2032 | 1,575,213.62 | 56,705.52 | 25,597.00 | - | 1,606,322.14 | |
| Measure I Fund | 3,428,577.04 | 73,787.82 | - | - | 3,502,364.86 | |
| Traffic Safety | 107,387.32 | 2,216.88 | - | - | 109,604.20 | |
| Disability Access Fund - Bus. License | 36,279.20 | 988.00 | - | - | 37,267.20 | |
| Park Maintenance | 87,862.82 | 2,962.40 | 4,372.51 | - | 86,452.71 | |
| Park Development | 1,800,207.06 | - | - | (651,000.00) | 1,149,207.06 | |
| CDBG | (51,603.82) | 27,615.00 | 6,410.42 | - | (30,399.24) | (2) |
| May Bdgt Revise Cares Act Dist | - | - | - | - | - | |
| SB2 Planning Grant | - | - | - | - | - | |
| Air Quality Improvement Trust | 204,136.33 | 13,222.81 | - | - | 217,359.14 | |
| SB Cty Cares Act Relief Fund | - | - | - | - | - | |
| SB Cty Cares Act Infrastructure | (850,142.64) | - | 3,190.61 | - | (853,333.25) | (2) |
| Senior Nutrition Program | (78,520.05) | 35,396.19 | 27,079.52 | - | (70,203.38) | (2) |
| Forfeiture Fund - State | 117,862.86 | 189.79 | 6,600.00 | - | 111,452.65 | |
| Proposition 30/SB 109 | 123,196.28 | - | 958.80 | - | 122,237.48 | |
| SB 509 Public Safety | 301,383.48 | 42,164.00 | 121,144.86 | - | 222,402.62 | |
| Forfeiture Fund-Federal/DOJ | 402,480.52 | - | - | - | 402,480.52 | |
| Asset Seizure Fund | 6,775.09 | 0.02 | - | - | 6,775.11 | |
| Section 11489 Subfund | 45,103.92 | 33.49 | - | - | 45,137.41 | |
| Fed Asset Forfeiture-Treasury | 92,344.82 | - | - | - | 92,344.82 | |
| School District Grant Fund | - | - | - | - | - | |
| State Supplemental Law Enforce | 347,813.52 | - | - | - | 347,813.52 | |
| PC 1202.5 Crime Prevention | 2,097.92 | 10.90 | - | - | 2,108.82 | |
| Recycling Grant Fund | 70,841.00 | 20,012.00 | 9,994.00 | - | 80,859.00 | |
| Homeless Emergency Aid Program | (46,209.57) | - | 815.29 | - | (47,024.86) | (2) |
| Bureau of Justice Assistance | - | - | - | - | - | |
| Statewide Park Dev Grant | - | - | - | - | - | |
| Homeless Housing Assist Preven | - | 14,375.00 | 650.00 | - | 13,725.00 | |
| Expanded Learning Program Fund | 407,301.78 | 126,353.89 | 67,480.40 | - | 466,175.27 | |
| OTS Grant | 8,540.54 | - | 8,540.54 | - | - | |
| FIRST 5 Fund | 1,290.78 | - | - | - | 1,290.78 | |
| Safety Dept. Grants | 282,357.60 | 17,750.53 | 1,000.41 | - | 299,107.72 | |
| OSMD Immunization Grant | (1,709.60) | - | 998.80 | - | (2,708.40) | (2) |
| Kaiser Permanente Grant | 5,089.08 | - | 210.21 | - | 4,878.87 | |
| Resource Center Grant - OSMD | 20,094.18 | - | 3,677.39 | - | 16,416.79 | |
| Title III B Sr Support Services | 6,365.39 | 8,693.63 | 11,018.62 | - | 4,040.40 | (2) |
| Healthy Community Strategic Plan | 18,027.78 | - | 180.00 | - | 17,847.78 | |
| ExLP Supplemental Grant | 107,862.12 | 11,984.68 | 1,344.60 | - | 118,502.20 | |
| E.M.S. - Paramedic Fund | (30,234.68) | 3,725.30 | 5,768.96 | - | (32,278.34) | (3) |
| Economic Development | 6,194,449.27 | - | 31,964.81 | - | 6,162,484.46 | |
| City Contributions/Donations Fund | 500.00 | - | - | - | 500.00 | |
| Sewer Operating Fund | 1,852,267.53 | 462,186.42 | 428,629.62 | - | 1,885,824.33 | |
| Sewer Replacement Fund | 2,107,340.14 | - | - | - | 2,107,340.14 | |
| CFD 2011-1 (Paseos) | 209,890.71 | - | 67,137.71 | - | 142,753.00 | |
| CFD 2011-2 (Arrow Station) | 123,310.14 | - | 32,802.33 | - | 90,507.81 | |
| Inland Empire Utility Agency | 2,747,522.93 | 25,946.32 | - | - | 2,773,469.25 | |
| Sewer Expansion Fee Fund | 595,711.05 | 2,596.50 | - | - | 598,307.55 | |
| Developer Impact Fees - Local | 1,145,568.90 | - | - | - | 1,145,568.90 | |
| Developer Impact Fees - Regional | 175,769.27 | - | - | - | 175,769.27 | |
| Burrtec Pavement Impact Fees | 231,952.09 | - | - | - | 231,952.09 | |
| PUC Reimbursement Fund-MVGS | 1,689,981.14 | - | - | - | 1,689,981.14 | |
| Utility Underground In-Lieu | 340,516.52 | - | - | - | 340,516.52 | |
| General Plan Update Fee | 86,822.45 | 1,798.12 | - | - | 88,620.57 | |
| Housing Fund | 555,326.51 | - | - | - | 555,326.51 | |
| Public Education/Govt. PEG Fee Fund | 40,490.73 | - | - | - | 40,490.73 | |
| Infrastructure Fund | (2,519,887.93) | - | 210,665.85 | 81,922.42 | (2,648,631.36) | (4) |
| COVID-19 | (253,573.81) | - | 3,301.36 | - | (256,875.17) | |
| Successor Agency Bonds-Taxable | 4,789,190.64 | - | - | - | 4,789,190.64 | |
| Successor Agency Bonds-Tax Exempt | 8,239,960.75 | - | 8,862.00 | - | 8,231,098.75 | |
| 2014 Lease Revenue Bond Proceeds | (559,843.58) | - | 9,234.00 | 569,077.58 | - | |
| 2014 Lease Revenue Bond Debt Svc | (56,622.13) | 54,027.33 | - | - | (2,594.80) | (5) |
| Contingency Fund | 233,836.96 | - | - | - | 233,836.96 | (1) |
| Assigned General Fund Reserves | 9,444,961.57 | - | - | - | 9,444,961.57 | (1) |
| TOTALS | \$ 46,621,794.41 | \$ 3,795,667.86 | \$ 3,100,518.98 | \$ - | \$ 47,316,943.29 | |

Negative Cash Notes follow this presentation.

Notes on Negative Cash Balances

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

**CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF JUNE 30, 2021**

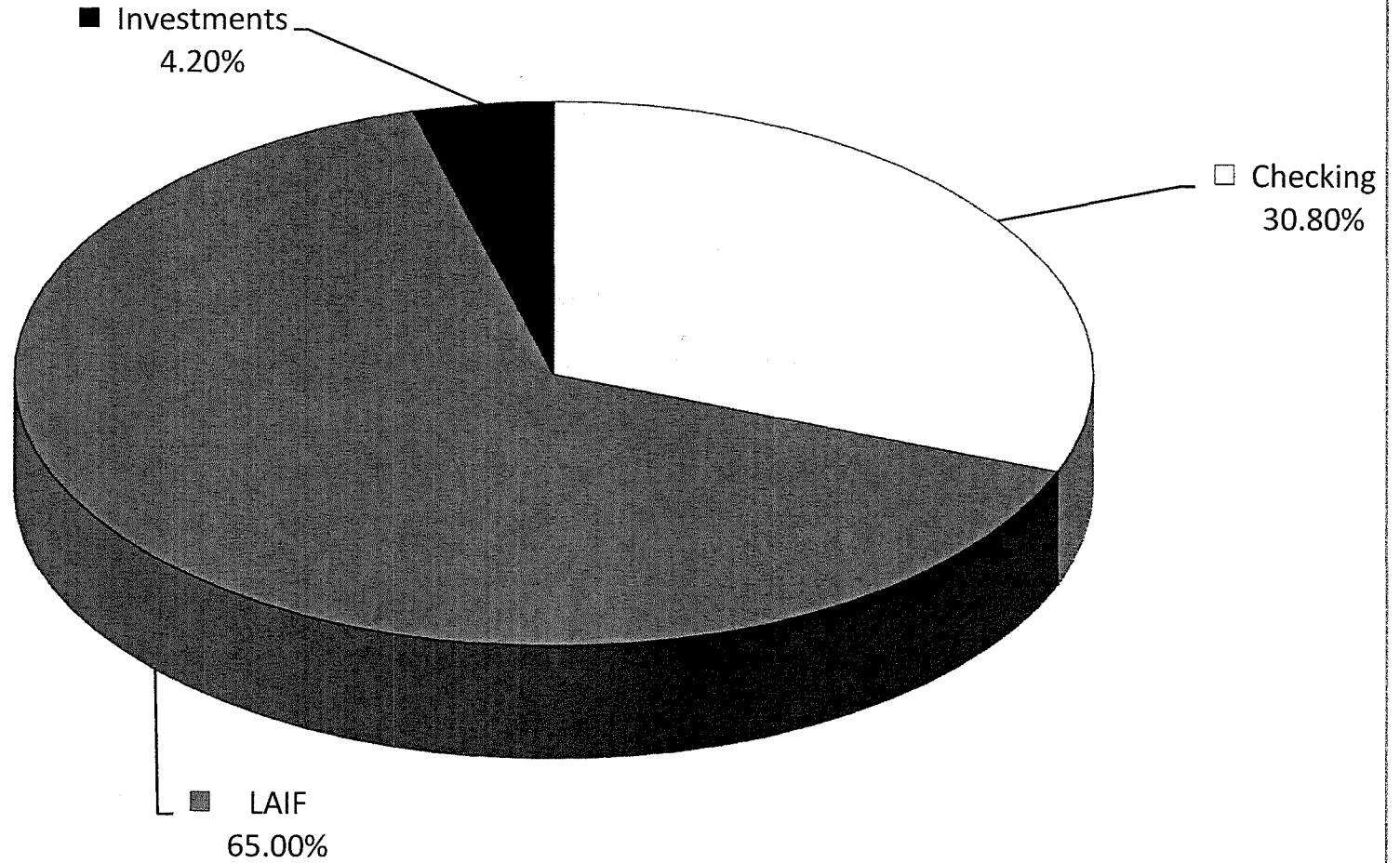
| | <u>Par Value</u> | <u>Purchase Date</u> | <u>Maturity Date</u> | <u>Coupon Interest Rate</u> | <u>Current Market Value</u> | <u>Balance at Cost</u> | <u>Totals</u> |
|---------------------------------------------------------------------------------|------------------|----------------------|----------------------|-----------------------------|-----------------------------|------------------------|-------------------------|
| CHECKING ACCOUNT | | | | | | | |
| Checking Account | | | | | | | \$ 14,550,844.65 |
| Asset Seizure Account | | | | | | | \$ 6,834.11 |
| CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES | | | | | | | |
| Local Agency Investment Fund (LAIF) | | | | 0.300% | 30,798,324.18 | 30,759,264.53 | |
| First American Government | | | | | 2,000,000.00 | 2,000,000.00 | |
| | | | | | <u>\$ 32,798,324.18</u> | | \$ 32,759,264.53 |
| U.S. AGENCY SECURITIES | | | | | | | |
| | | | | | <u>\$ -</u> | | <u>\$ -</u> |
| TOTAL | | | | | | | <u>\$ 47,316,943.29</u> |

Current market values obtained from US Bank.

**CITY OF MONTCLAIR
CASH AND INVESTMENTS BY TYPE**

June 30, 2021

Total Cash & Investments \$47,316,944



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

June 30, 2021

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

COMBINED OPERATING FUND

| | | |
|-----------|------------------|--------------|
| Operating | <u>56,266.58</u> | \$ 56,266.58 |
|-----------|------------------|--------------|

LRPRP Fund

| | | |
|-----------|-------------|---------|
| Operating | <u>0.00</u> | \$ 0.00 |
|-----------|-------------|---------|

RORF

| | | |
|---------------|------------|---------------|
| | 620,730.96 | |
| RORF Area I | 0.00 | |
| RORF Area II | 0.00 | |
| RORF Area III | 0.00 | |
| RORF Area IV | 0.00 | |
| RORF Area V | 0.00 | |
| RORF Area VI | 0.00 | \$ 620,730.96 |

TOTAL CASH

\$ 676,997.54

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH
June 30, 2021**

Checking Account

US Bank

676,997.54

TOTAL CASH

676,997.54

NOTE:

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

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

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

FOR THE MONTH ENDING

June 30, 2021

City of Montclair
 Final Warrant Register
 Council Date 07/19/2021
 Regular Warrants
 Checking Account: Successor to the RDA

| | Warrants | US Bank transfers | Area Totals |
|--------------------------------------------------------|----------|----------------------|--------------------|
| SRDA Combined Operating Fund | 0.00 | 7,299.49 | 7,299.49 |
| RORF (Redevelopment Obligation Retirement Funds) | 0.00 | 0.00 | 0.00 |
| | 0.00 | 7,299.49 | |

June 2021 Total

7,299.49

Note: Reimburse City for 6/10, 6/24 payrolls

Vice Chair Ruh

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR
SinglePoint
Reported Activity From 06/01/2021 To 06/30/2021
Printed on 07/15/2021 at 8:24 AM PDT



| Effective Date | Amount | From: Debit Account Number | To: Credit Account Number | Status |
|----------------|------------|----------------------------|---------------------------|-----------|
| 06/24/2021 | \$3,135.50 | 153499275813 | 153499275805 | Completed |

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimburse City for 06/24/21 Payroll
Initiate Date 06/24/2021
Initiate Time 05:59PM CDT
Initiated By JKULBECK
Completed Date 06/24/2021
Completed Time 05:59PM CDT

| Effective Date | Amount | From: Debit Account Number | To: Credit Account Number | Status |
|----------------|------------|----------------------------|---------------------------|-----------|
| 06/10/2021 | \$4,163.99 | 153499275813 | 153499275805 | Completed |

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimburse City for 06/10/21 Payroll
Initiate Date 06/10/2021
Initiate Time 10:11AM CDT
Initiated By JKULBECK
Completed Date 06/10/2021
Completed Time 10:11AM CDT

Total Number of Book Transfers: 2
Total Amount of Book Transfers: \$7,299.49

--- End of Report ---

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

June 30, 2021

TABLE OF CONTENTS

SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

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

| | <u>Interest Rate</u> | <u>Market Value</u> | <u>Book Value</u> |
|-------------------------------------|--------------------------|-------------------------|----------------------------|
| Checking Account | | | |
| US Bank | | | 463,859.67 |
| Investments | | | |
| LAIF | 0.22% | 1,712,539.70 | 1,710,367.79 |
| TOTAL CASH & INVESTMENTS | | | <u><u>2,174,227.46</u></u> |

NOTE:

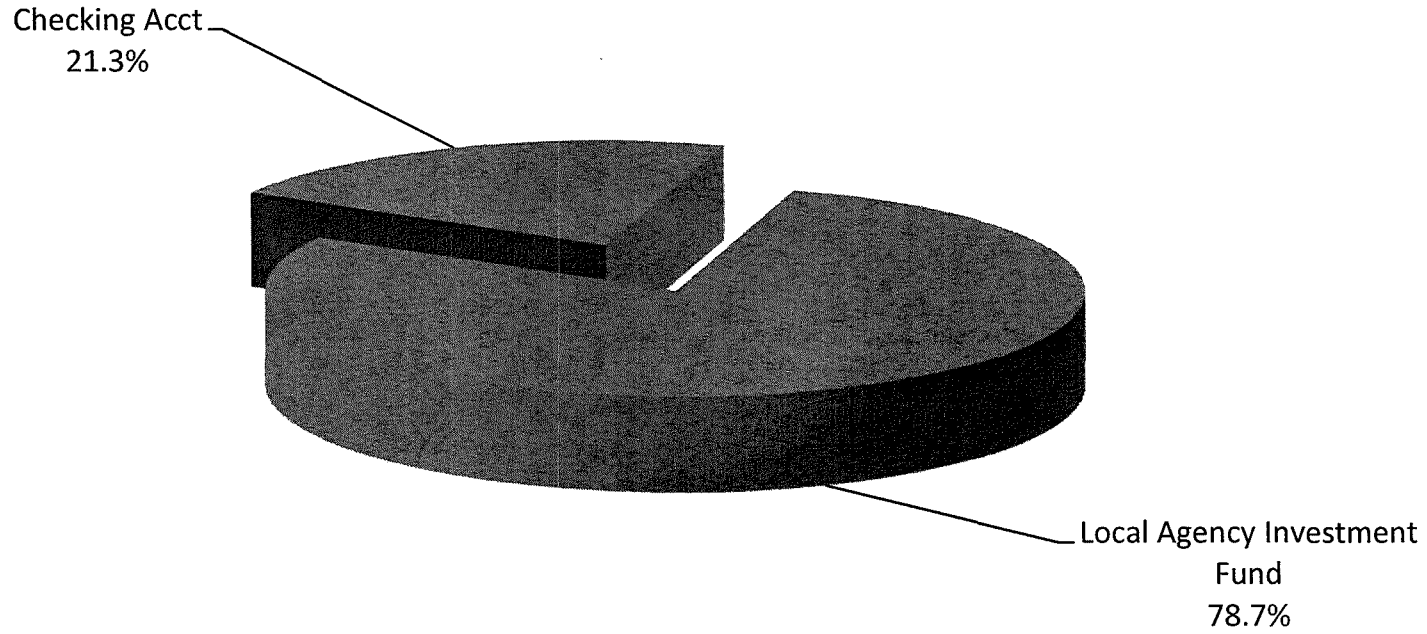
Pursuant to the Corporation's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

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

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

**CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS GRAPH
June 30, 2021**

Total Cash & Investments - \$2,174,227



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER**

FOR THE MONTH ENDING

June 30, 2021

City of Montclair
Final Warrant Register
Council Date 07/19/2021
Regular Warrants
Checking Account: MHC

| <u>Warrants</u> | <u>ACH Transfers</u> | <u>Voided Checks</u> | <u>US Bank transfers</u> | <u>Totals</u> |
|-----------------|--------------------------|--------------------------|------------------------------|------------------|
| 29,815.41 | 0.00 | 0.00 | 13,670.66 | 43,486.07 |

June 2021 Total 43,486.07

US Bank transfers:
Reimburse City for 06/10 payroll
Reimburse City for 06/24 payroll

Vice Chair Ruh

Accounts Payable

Checks by Date - Summary by Check Number

User: cramirez
Printed: 7/1/2021 11:46 AM



| Check No | Vendor No | Vendor Name | Check Date | Check Amount |
|--------------------------|-----------|--------------------------------------------|------------|--------------|
| 5201 | Hugo001 | Hugo Jaramillo | 06/10/2021 | 11,037.13 |
| 5202 | Mont074 | Monte Vista Water District | 06/10/2021 | 825.03 |
| 5203 | Publ008 | County of San Bernardino Dept. of Public I | 06/10/2021 | 932.00 |
| 5204 | Mont002 | City of Montclair | 06/24/2021 | 10,425.60 |
| 5205 | Mont074 | Monte Vista Water District | 06/24/2021 | 5,451.46 |
| 5206 | Sout018 | Southern California Edison Co | 06/24/2021 | 586.71 |
| 5207 | Sout021 | Southern California Gas Co | 06/24/2021 | 557.48 |
| Report Total (7 checks): | | | | 29,815.41 |

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR
SinglePoint
Reported Activity From 06/01/2021 To 06/30/2021
Printed on 07/15/2021 at 8:24 AM PDT



| Effective Date | Amount | From: Debit Account Number | To: Credit Account Number | Status |
|----------------|------------|----------------------------|---------------------------|-----------|
| 06/24/2021 | \$5,320.63 | 153499275821 | 153499275805 | Completed |

Debit Account Name MONTCLAIR HOUSING CORPORATION
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimburse City for 06/24/21 Payroll
Initiate Date 06/24/2021
Initiate Time 05:59PM CDT
Initiated By JKULBECK
Completed Date 06/24/2021
Completed Time 05:59PM CDT

| Effective Date | Amount | From: Debit Account Number | To: Credit Account Number | Status |
|----------------|------------|----------------------------|---------------------------|-----------|
| 06/10/2021 | \$8,350.03 | 153499275821 | 153499275805 | Completed |

Debit Account Name MONTCLAIR HOUSING CORPORATION
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimburse City for 06/10/21 Payroll
Initiate Date 06/10/2021
Initiate Time 10:11AM CDT
Initiated By JKULBECK
Completed Date 06/10/2021
Completed Time 10:11AM CDT

Total Number of Book Transfers: 2
Total Amount of Book Transfers: \$13,670.66

--- End of Report ---

**CITY OF MONTCLAIR
HOUSING AUTHORITY
WARRANT REGISTER
FOR THE MONTH ENDING
June 30, 2021**

City of Montclair
Final Warrant Register
Council Date 07/19/2021
Regular Warrants
Checking Account: MHA

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

Vice Chair Ruh

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

Schedule 1

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

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

NOTE:

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