



**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

Tuesday, January 17, 2023  
7:00 p.m.

*Remote Participation Information:*

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

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

*Video recordings of Council meetings are available on the City's website at <https://www.cityofmontclair.org/council-meetings/> and can be accessed by the end of the 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 Military Banner Presentation  
B. Introduction of New Police Department Employees

**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. Second Reading — Consider Adoption of Ordinance No. 23-1003 Modifying the Zoning Designation of 27.74 Acres of Land at the Northwest Corner of Mission Boulevard and Ramona Avenue from “C3 - General Commercial,” “MIP - Manufacturing Industrial,” and “M1 - Limited Manufacturing,” to “M1 - Manufacturing Industrial” (North Side of Third Street Extension) and “MIP - Manufacturing Industrial” (South Side of Third Street Extension) (Planning Case No. 2021-07) [CC] 5

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes
  - 1. Special Meeting — December 15, 2022 [CC] 174
  - 2. Regular Joint Meeting — December 19, 2022 [CC/SA/MHC/MHA/MCF] 176
- B. Administrative Reports
  - 1. Consider Receiving and Filing of Treasurer’s Report [CC] 11
  - 2. Consider Approval of Warrant Register & Payroll Documentation [CC] 12
  - 3. Consider Receiving and Filing of Treasurer’s Report [SA] 13
  - 4. Consider Approval of Warrant Register [SA] 14
  - 5. Consider Receiving and Filing of Treasurer’s Report [MHC] 15
  - 6. Consider Approval of Warrant Register [MHC] 16
  - 7. Consider Receiving and Filing of Treasurer’s Report [MHA] 17
  - 8. Consider Approval of Warrant Register [MHA] 18
  - 9. Consider Authorizing an Additional \$26,002.44 Appropriation for the Purchase of a Diesel Generator and a 1000 Amp Transfer Switch from Generac [CC] 19
  - 10. Consider Authorizing a \$43,286 Appropriation from the Building Maintenance Reserve Fund to Cover Remediation Costs Incurred as Part of the City Hall Flooring Services Project [CC] 21
  - 11. Consider Approval of Tract Map No. 20503 for Condominium Purposes [CC]  
Consider Authorizing Staff to Record Tract Map No. 20503 with the San Bernardino County Recorder’s Office [CC] 26
  - 12. Consider Authorizing the Use of 2017 Justice Assistance Grant Funds Toward the Cost of Transitioning to a Records Management System Compliant with the National Incident-Based Reporting System [CC] 30
- C. Agreements
  - 1. Consider Approval of Agreement Nos. 23-01 and 23-02 with the County of San Bernardino Related to Distribution and Receipt of 2022 Justice Assistance Grant Program Award Funds [CC]  
Consider Authorizing City Manager Edward C. Starr to Sign Said Agreements [CC] 32

2. Consider Approval of Agreement No. 23-03 with TKE Engineering, Inc. for Engineering Design Services for the Mills Avenue Street Rehabilitation Project, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]  
Consider Authorizing a \$146,000 Appropriation from 2021 Lease Revenue Bond Proceeds for Costs Related to Agreement No. 23-03 [CC]  
Consider Authorizing a \$13,197 Design Services Contingency for the Project [CC] 77
3. Consider Authorizing a \$139,465 Appropriation from 2021 Lease Revenue Bond Proceeds for Construction Administration Services for the Reeder Ranch Park Project [CC]  
Consider Approval of Agreement No. 23-04 with EPT Design for Construction Administration Services for the Reeder Ranch Park Project, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 122
4. Consider Approval of Agreement No. 23-05 with CIM Management to Provide Space at Montclair Place for the Human Services Department's Montclair Walkers Program, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 146

D. Resolutions

1. Consider Adoption of Resolution No. 23-3395 Making Factual Findings in Compliance with AB 361 for the Continuation of Public Meeting Teleconferencing During Public Health Emergencies for the Period of January 17, 2023, through February 16, 2023 [CC] 158
2. Consider Adoption of Resolution No. 23-3396 Authorizing Salaries and Classification Titles for City Employees on a Consolidated Salary Schedule [CC] 163

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. COUNCIL WORKSHOP**

A. Local Road Safety Plan [CC]

*(The City Council may consider continuing this item to an adjourned meeting on Monday, February 6, 2023, at 5:45 p.m. in the City Council Chambers)*

**XI. COMMUNICATIONS**

A. Department Reports – None

B. City Attorney

1. Request for City Council to Meet in Closed Session Pursuant to Government Code §54956.9(d)(1) Regarding Pending Litigation [CC]

*Garcia v. Lopez, City of Montclair, et al.*

*Fuentes v. Lopez, City of Montclair, et al.*

*Hickerson v. Hamilton, City of Montclair, et al.*

C. City Manager/Executive Director

- D. Mayor/Chairperson
- E. Council Members/Directors
- F. Committee Meeting Minutes *(for informational purposes only)*
  - 1. Personnel Committee Meeting — December 19, 2022 [CC]

173

**XII. CLOSED SESSION**

**XIII. CLOSED SESSION ANNOUNCEMENTS**

**XIV. 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, February 6, 2023, 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. Please call the City Clerk's Office at (909) 625-9416 or send an e-mail to [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) to request documents via e-mail.*

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

*I, Andrea M. 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/agendas/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, January 12, 2023.*



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	LDU600/LDU750
<b>SECTION:</b>	PUBLIC HEARINGS	<b>DEPT.:</b>	COMMUNITY DEV.
<b>ITEM NO.:</b>	A	<b>PREPARER:</b>	M. DIAZ

**SUBJECT:** SECOND READING — CONSIDER ADOPTION OF ORDINANCE NO. 23-1003 MODIFYING THE ZONING DESIGNATION OF 27.74 ACRES OF LAND AT THE NORTHWEST CORNER OF MISSION BOULEVARD AND RAMONA AVENUE FROM “C3 - GENERAL COMMERCIAL,” “MIP - MANUFACTURING INDUSTRIAL,” AND “M1 - LIMITED MANUFACTURING,” TO “M1 - MANUFACTURING INDUSTRIAL” (NORTH SIDE OF THIRD STREET EXTENSION) AND “MIP - MANUFACTURING INDUSTRIAL” (SOUTH SIDE OF THIRD STREET EXTENSION) (PLANNING CASE NO. 2021-07)

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**REASON FOR CONSIDERATION:** The City Council is requested to conduct a second reading of and adopt Ordinance No. 23-1003 related to the development of 27.74 acres at the northwest corner of Mission Boulevard and Ramona Avenue as an eight-building industrial park. A copy of the proposed ordinance is attached for City Council’s review and consideration.

**BACKGROUND:** Mission Blvd Industrial Owner, LP is proposing to develop an eight-building industrial business park, named the “*Mission and Ramona Business Park*,” on a 27.74-acre site at the northwest corner of Mission Boulevard and Ramona Avenue (Attachment A). The site is currently home to the Mission Tiki Drive-In Theater and a weekly swap meet. The proposed project would provide approximately 513,295 square feet of new flexible space for light manufacturing and distribution uses, as well as associated site improvements (e.g., buildings with loading docks, trailer stalls, on-site parking spaces, and landscape improvements). The project also includes the extension of Third Street, an east-west public street, dividing the site into two halves. To accommodate the project, all existing on-site structures and improvements will be removed.

The Planning Commission conducted a public hearing on the project on November 28, 2022, where the Commission, by a vote of 5-0, approved Planning Commission Resolution Nos. 22-1971, No. 22-1972, No. 22-1973, and No. 22-1974 recommending the City Council certify the Environmental Impact Report (EIR) and approve the General Plan Amendment, a Zone Change, a Tentative Tract Map, and Precise Plan of Design for the “*Mission and Ramona Business Park*” project.

On December 19, 2022, City Council conducted a public hearing on the project, where the Council, by a vote of 5-0, certified the Final EIR, adopted the Mitigation Monitoring and Reporting Program for the project (SCH #2021010005), adopted CEQA Findings and a Statement of Overriding Considerations, and approved the project. In addition, City Council approved the General Plan Amendment, Tentative Tract Map, and Precise Plan of Design, and conducted a first reading of Ordinance No. 23-1003 modifying the zoning designation of an Project site from “C3 - General Commercial,” “MIP - Manufacturing Industrial,” and “M1 - Limited Manufacturing,” to “M1 - Manufacturing Industrial” (North side of Third Street Extension) and “MIP - Manufacturing Industrial” (south side of Third Street Extension).

## ***Environmental Assessment***

On December 19, 2022, the City Council certified the Final EIR, adopted the Mitigation Monitoring and Reporting Program for the project (SCH #2021010005), and adopted CEQA Findings of Fact and Statement of Overriding Considerations. A Notice of Determination was filed with both the County of San Bernardino Clerk of the Board and State Office of Planning and Research on December 20, 2022.

The FEIR is available for review on the City's website at: <https://www.cityofmontclair.org/current-projects-in-montclair>

**FISCAL IMPACT:** The City Council's adoption of Ordinance No. 23-1003 would have no direct fiscal impact on the General Fund.

**RECOMMENDATION:** Staff recommends the City Council conduct the second reading and adopt Ordinance No. 23-1003 modifying the zoning designation of 27.74 acres of land at the northwest corner of Mission Boulevard and Ramona Avenue from "C3 - General Commercial," "MIP - Manufacturing Industrial," and "M1 - Limited Manufacturing," to "M1 - Limited Manufacturing" (north side of Third Street extension) and "MIP - Manufacturing Industrial" (south side of Third Street extension) (Planning Case No. 2021-07).

ORDINANCE NO. 23-1003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF MONTCLAIR MODIFYING THE ZONING DESIGNATION OF 27.74 ACRES OF LAND AT THE NORTHWEST CORNER OF MISSION BOULEVARD AND RAMONA AVENUE FROM "C3 - GENERAL COMMERCIAL," "MIP - MANUFACTURING INDUSTRIAL," AND "M1- LIMITED MANUFACTURING" TO "M1-LIMITED MANUFACTURING" (NORTH SIDE OF THIRD STREET EXTENSION) AND "MIP - MANUFACTURING INDUSTRIAL" (SOUTH SIDE OF THIRD STREET EXTENSION) [PLANNING CASE NO. 2021-7] CONTINGENT UPON THE CITY COUNCIL CERTIFYING THE EIR FOR THE MISSION AND RAMONA BUSINESS PARK PROJECT

WHEREAS, on February 8, 2021, Mission Blvd Industrial Owner LP, the property owner, filed an application requesting approval for a General Plan Amendment, Zone Change, Tentative Tract Map, and a Precise Plan of Design (PPD), under Case No. 2021-07 to construct an eight-building industrial park development on the subject site; and

WHEREAS, the proposed project is identified as the *Mission and Ramona Business Park* ("Project"); and

WHEREAS, the Project proposes the demolition of all existing on-site structures and the construction of an eight-building business park on a 27.74-acre site located at the northwest corner of Mission Boulevard and Ramona Avenue in the City of Montclair; and

WHEREAS, the Project would require a General Plan Amendment, Zone Change, Tract Map, Precise Plan of Design, and other ministerial permits, such as an encroachment permit, grading permit, general construction permit, and street/lane closure permit; and

WHEREAS, the proposed zone change applies to nine parcels of varying sizes totaling approximately 27.74 acres in size ("project site") located at the northwest corner of Mission Boulevard and Ramona Avenue and as identified by Assessor Parcel Numbers Assessor Parcel Nos: 1012-151-20; 1012-151-27; 1012-151-28; 1012-151-29; 1012-161-01; 1012-161-02; 1012-161-03; 1012-161-04; 1012-161-05; and

WHEREAS, the proposed Tentative Tract Map No. 20381 consolidates the nine existing parcels and reorganizes the Project site into two major land areas (identified as "north" and "south") created by the eastward extension of Third Street to Ramona Avenue; and

WHEREAS, the "north" and "south" land areas of the total site created by the extension of Third Street will be areas upon which the proposed zone change will apply, as further illustrated in attached Exhibit "A," a site diagram incorporated herein by reference; and

WHEREAS, the Project site is currently developed as a four-screen drive-in movie theater, a paved parking surface, a projection building/snack bar, an office, a warehouse, and ticket booths; and

WHEREAS, the Project site is currently designated by the General Plan as "General Commercial;" and

WHEREAS, currently the subject site is assigned by Montclair Zoning Map with three zoning districts - "C3 General Commercial," "MIP Manufacturing Industrial," and "M1 Limited Manufacturing"(Current); and

WHEREAS, the proposed zone change from "C3 General Commercial," "MIP Manufacturing Industrial," and "M1 Limited Manufacturing"(Current) to "M1 Limited Manufacturing" (north side of Third Street) and "MIP Manufacturing Industrial" (south side of Third Street) is required to be consistent with the General Plan Amendment associated with the Project; and

WHEREAS, the City of Montclair, as the lead agency for the proposed Project, prepared an Environmental Impact Report ("EIR") that analyzed the Project's

environmental impacts in compliance with the provisions of the California Environmental Quality Act (Pub. Resources Code §§ 21000 et seq.: “CEQA”), including the proposed zoning changes; and

**WHEREAS**, the Planning Commission conducted a duly-noticed public hearing on November 28, 2022, to consider the Project, the EIR prepared to analyze the Project’s environmental impacts, and amendments to the Official Zoning Map, where members of the public were allowed to comment on the recommendation to the City Council regarding the proposed General Plan Amendment, Zone Change, Tentative Tract Map, Precise Plan of Design, and the EIR.

**WHEREAS**, on November 28, 2022, the Planning Commission, by a vote of 5-0, recommended the City Council certify the EIR, adopt findings of fact, a statement of overriding considerations, and a mitigation measure monitoring and reporting program, and approve the proposed amendments pursuant to Planning Commission Resolution No. 22-1971; and

**WHEREAS**, on December 19, 2022, commencing at 7:00 p.m. in the Council Chambers at Montclair City Hall, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the Zone Change and EIR were heard, and the proposed amendments to the Official Zoning Map and EIR were fully studied; and

**WHEREAS**, the City Council has certified the EIR for the Project pursuant to CEQA and adopted Findings of Fact, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program for the Project. The City Council hereby incorporates by reference, as if fully set forth herein, Resolution No. 22-3388 certifying the EIR and adopting the Findings of Fact, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program for the Project; and

**WHEREAS**, all other legal prerequisites to the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council hereby specifically finds that all of the facts set forth in the Recitals of this Ordinance are true and correct.

**SECTION 2. Approval of Amendment to the Official Zoning Map.** The City Council hereby approves the Amendment to the Official Zoning Map of the City of Montclair associated with Case No. 2021-07, modifying the zoning designation of approximately 27.74 acres at the northwest corner of Mission Boulevard and Ramona Avenue from “C3 General Commercial,” “MIP Manufacturing Industrial,” and “M1 Limited Manufacturing”(Current) to “M1 Limited Manufacturing” (north side of Third Street) and “MIP Manufacturing Industrial” (south side of Third Street) thereby allowing the said area to be rezoned for purposes of developing the *Mission and Ramona Business Park* project.

**SECTION 3. Zone Change Findings.** Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the Zone Change promotes the goals and objectives of the General Plan for the following reasons:

- A. The Zone Change of the Project site area to “M1 Limited Manufacturing” (north side of Third Street) and “MIP Manufacturing Industrial” (south side of Third Street) would officially change the current Montclair Zoning Map and related documents from the current “C3 General Commercial,” “MIP Manufacturing Industrial,” and “M1 Limited Manufacturing” designations assigned to the project site by the Montclair Zoning Map. The new zoning designations would then accommodate the proposed development of the project site. Further, the zone change to “M1 Limited Manufacturing” (north side of Third Street) and “MIP Manufacturing Industrial” (south side of Third Street) would be consistent with the proposed General Plan Amendment to re-designate the project site from “General Commercial” (Entire Site) to “M1 Limited Manufacturing” (north side of Third Street) and “Industrial Park” (south side of Third Street).
- B. Uses of the project site authorized by the Zone Change promote and achieve the intended goals of the proposed *Mission and Ramona Business Park* project. Further, new industrial development under the new land use zones of the site would be consistent with the General Plan Land Use and Community Design Elements



policies that encourage projects that effectively balance land use, circulation, transportation, and community design.

- C. The Zone Change is reasonably related to the public welfare of the citizens of the City of Montclair and the surrounding region because the change would enable the City to employ good zoning practices that seek to integrate the uses of this very prominent piece of property with surrounding uses and the City's overall goals for a balanced economic base and orderly development. Without the proposed zone change, the above goals could not be achieved.

**SECTION 4. California Environmental Quality Act.** Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the Amendment to the Official Zoning Map of the City of Montclair is an integral component of the Project that was evaluated in the Environmental Impact Report prepared for the *Mission and Ramona Business Park* project (SCH#2021010005), which was certified by the City Council in Resolution No. 22-3388. All of the environmental impacts associated with the Amendment have been fully disclosed and mitigated, to the extent possible, in the Environmental Impact Report. No further environmental review is necessary.

**SECTION 5. Severability.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 6. Certification; Publication.** The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

**SECTION 7. Custodian of Records.** The location and custodian of the documents and any other material, which constitute the record of proceedings upon which the Planning Commission based its decision, is as follows: Director of Community Development, Community Development Department, City of Montclair, 5111 Benito Street, Montclair, California 91763, or by telephone at (909) 625-9477.

**SECTION 8. Effective Date.** This Ordinance shall become effective thirty (30) days following its adoption.

**APPROVED AND ADOPTED** this XX day of XX, 2022.

\_\_\_\_\_  
Mayor

**ATTEST:**

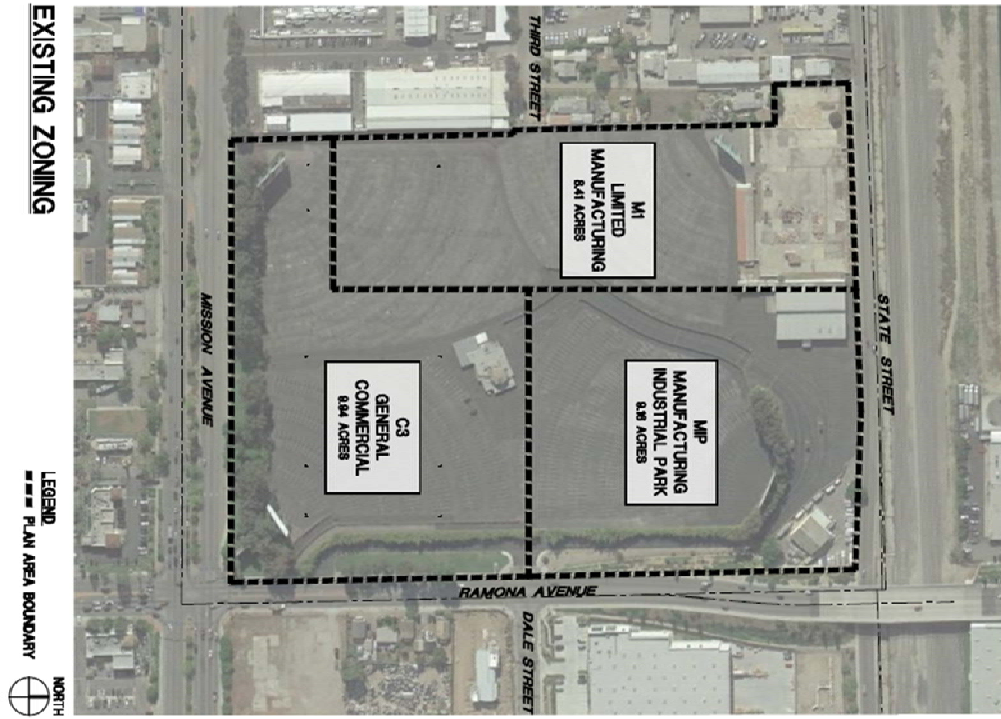
\_\_\_\_\_  
City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Ordinance No. 22-1004 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 2022 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  
Ordinance No. 23-1003





# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	FIN520
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	J. KULBECK
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending December 31, 2022.

**BACKGROUND:** Included in the City Council's agenda packet is a copy of the Treasurer's Report for the period ending December 31, 2022.

**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 December 31, 2022.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	L. LEW/V. FLORES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

**BACKGROUND:** Mayor Pro Tem Johnson has examined the Warrant Register dated January 17, 2023; and the Payroll Documentation dated December 18, 2022, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated January 17, 2023, totals \$3,876,505.07.

The Payroll Documentation dated December 18, 2022 totals \$887,315.46 gross, with \$626,175.29 net being the total cash disbursement.

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



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	FIN510
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	SA
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**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 December 31, 2022, 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 December 31, 2022.

**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 December 31, 2022.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	FIN530
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	SA
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**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 December 31, 2022, pursuant to state law.

**BACKGROUND:** Vice Chair Johnson has examined the Successor to the Redevelopment Agency Warrant Register dated 12.01.22-12.31.22 in the amounts of \$9,769.59 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 Johnson 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 December 31, 2022.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	5	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**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 December 31, 2022, 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 December 31, 2022.

**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 December 31, 2022.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	6	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending December 31, 2022, pursuant to state law.

**BACKGROUND:** Vice Chair Johnson has examined the Warrant Register dated 12.01.22-12.31.22 in the amount of \$60,928.59 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 Johnson recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending December 31, 2022.





# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	7	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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**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 December 31, 2022, 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 December 31, 2022.

**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 December 31, 2022.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	8	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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**REASON FOR CONSIDERATION:** The Montclair Housing Authority Commission is requested to consider receiving and filing the Warrant Register for the month ending December 31, 2022, pursuant to state law.

**BACKGROUND:** Vice Chair Johnson has examined the Warrant Register dated 12.01.22-12.31.22 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 Johnson recommends the Montclair Housing Authority Commission approve the Warrant Register for the period ending December 31, 2022.



# CITY COUNCIL AGENDA REPORT

**DATE:** JANUARY 17, 2023 **FILE I.D.:** CVC700

**SECTION:** CONSENT - ADMIN. REPORTS **DEPT.:** PUBLIC WORKS

**ITEM NO.:** 9 **PREPARER:** M. HEREDIA

**SUBJECT:** CONSIDER AUTHORIZING AN ADDITIONAL \$26,002.44 APPROPRIATION FOR THE PURCHASE OF A DIESEL GENERATOR AND A 1000 AMP TRANSFER SWITCH FROM GENERAC

**REASON FOR CONSIDERATION:** Authorization is requested to increase the purchase order amount for the purchase of a diesel generator and a 1000 AMP Transfer Switch from Generac due to a shortfall of authorized funds.

**BACKGROUND:** On December 5, 2022, the City Council approved the purchase of a diesel generator and a 1000 Amp Transfer Switch in the amount of \$294,916 including factory start-up with site load testing and South Coast Air Quality Management District (SCAQMD) permit filing with fees. However, this amount did not include the sales tax. The total cost of the equipment is as follows:

750KW 18.1L DIESEL GENERATOR	\$288,916.00
Sales Tax	\$ 26,002.44
Consulting/Permitting	\$ 4,500.00
<u>Equipment Startup</u>	<u>\$ 1,500.00</u>
<b>TOTAL COST</b>	<b>\$320,918.44</b>

The California Office of Emergency Services (Cal OES) grant is for \$300,000 for the purchase of a diesel generator and transfer switch to power the Civic Center in the event of an emergency. The Cal OES Fiscal Year 2020-21 Community Power Resiliency Allocation to Cities Program has a deadline to spend funds by February 28, 2023.

The project entails grounding, conduits and wires, a 1200A SES-1 enclosure, and a 15kVA Mini Power zone beside the 750kW Generac Genset and the 1000 Amp Transfer Switch. The improvements associated with installing the switchgear and generator will be brought back to City Council after bids are advertised and before the new generator and switchgear are delivered.

**FISCAL IMPACT:** The cost to purchase the 750kW diesel generator and 1000 Amp Transfer Switch is \$320,918.44. The Cal OES Grant (Account No. 1163-4426-62050-400-16518) will cover \$300,000 of the total cost. The remaining \$20,918.44 cost will be covered by 2021A Lease Revenue Bond proceeds (Account No. 1253-0000-62050-400-21004).

**RECOMMENDATION:** Staff recommends the City Council authorize an additional \$26,002.04 appropriation for the purchase of a diesel generator and a 1000 Amp Transfer Switch from Generac.



7100 S Longe St #300  
Stockton CA 95206

**Proforma Sales Order # 2556150**

<b>ORDER DATE</b> 11/30/2022	<b>JOB</b> ES2556150
<b>PO Number</b> No. 000006771	

**Bill To:**

CITY OF MONTCLAIR  
5111 BENITO ST  
MONTCLAIR, CA 91763  
909-721-1744 (phone)  
MPARADIS@CITYOFMONTCLAIR.ORG

**Ship To:**

City of Montclair  
5111 Benito St  
Montclair, CA 91763-2808

**Note**

This is not an invoice and is not intended to suggest final pricing.

Description	Quantity	Item Price	Subtotal	Tax	Total
SD0750-5 SD0750K-G22-18.1D18PPPLY2 750KW 18.1L DIESEL GENERATOR Generac -	1.00	\$288,916.00	\$288,916.00	\$26,002.44	\$314,918.44
TX-1000A 1000A	1.00	\$0.00	\$0.00	\$0.00	\$0.00
Freight Out - Included	1.00	\$0.00	\$0.00	\$0.00	\$0.00
Consulting/Permitting	1.00	\$4,500.00	\$4,500.00	\$0.00	\$4,500.00
Equipment Startup	1.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
		<b>Total:</b>	<b>\$294,916.00</b>	<b>\$26,002.44</b>	<b>\$320,918.44</b>

Please Remit Payment to:  
West Coast Energy Systems LLC  
PO Box 102515  
Pasadena Ca 91189-2515



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	PUB355
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	10	<b>PREPARER:</b>	M. HEREDIA
<b>SUBJECT:</b>	CONSIDER AUTHORIZING A \$43,286 APPROPRIATION FROM THE BUILDING MAINTENANCE RESERVE FUND TO COVER REMEDIATION COSTS INCURRED AS PART OF THE CITY HALL FLOORING SERVICES PROJECT		

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**REASON FOR CONSIDERATION:** The City Council is requested to approve this emergency project to continue with carpeting at City Hall.

**BACKGROUND:** The City Council approved the award of a contract for City Hall Flooring Services on November 7, 2022.

On December 21, 2022, during the removal of carpeting at City Hall, approximately 560 square feet of 9" x 9" floor tile containing suspected asbestos material was discovered in a confined area in the central waiting area between the Mayor and City Council offices. Approximately 847 square feet of Black Mastic (carpet adhesive) containing suspected asbestos material was also detected in the City Clerk's office and extending into the hallway outside the City Clerk's office. In addition, approximately 4,630 square feet of White Joint Compound containing suspected asbestos material was detected in hallways at various City Hall locations and in an office in the Community Development Department.

Upon detection of suspected asbestos material, the carpet contractor ceased removal and installation of carpeting until abatement was completed.

H2 Environmental Consulting Services, Inc. (H2) was retained to conduct two separate limited asbestos surveys of City Hall. H2 conducted surveys on December 22, 2022, and on December 28, 2022. Analytical results of the survey, completed by ATEL, LLC (an accredited NIST-NVLAP and CA-ELAP laboratory), identified and confirmed positive samples of approximately 847 square feet of Black Mastic under the carpet with three percent Chrysotile (asbestos material); about 560 square feet of 9" x 9" floor tiles with three percent Chrysotile under the carpet; and approximately 4,630 square feet of White Joint Compound with two percent Chrysotile on walls at various locations in City Hall.

On December 22, 2022, Specialized Environmental, Inc. (SEI) was retained to file an asbestos abatement notification with South Coast Air Quality Management District (AQMD) and complete the abatement process at an estimated cost of \$24,762 based on the first survey. The second survey identified additional areas to be abated, and the remediation cost increased to \$43,286.

After initial approval from AQMD to proceed with asbestos abatement, officials in AQMD's Asbestos Program/Toxics Waste Management Division invoked AQMD Rule 1403. They refused authorization for the City to proceed immediately with abatement under emergency authorization. Instead, AQMD ordered that the City comply with a ten working day waiting period before abatement could proceed. The determination ruled that the installation of the new carpeting was not an emergency, and that the City's pre-installation survey for new carpeting was inadequate.

AQMD Rule 1403 requires that, before a planned renovation, all “suspect materials” be tested for the presence of asbestos, including all layers of flooring, and that removal of “suspect material” requires a ten working day waiting period. Rule 1403 also provides for a waiver of the mandatory ten working day waiting period for emergency renovations. However, AQMD determined that, because the installation of new carpet at City Hall was a planned event and not one that arose from a “sudden unexpected event that results in unsafe conditions,” the planned installation of carpeting does not give rise to an emergency waiver of the mandatory ten working day waiting period.

City staff advised AQMD that carpeting at City Hall was last installed in 1998, and the survey conducted at that time reported no flooring material containing asbestos. Therefore, no reason existed to “suspect” asbestos in any carpet underlayment at City Hall. City staff further advised AQMD that the need and necessity to conduct the business of the people of Montclair warranted a waiver of the ten working day waiting period to allow City Hall personnel to return to work as soon as practicable. Therefore, asbestos abatement should be permitted under Rule 1403’s emergency waiver.

AQMD declined the City’s request for a waiver, stating that “As the renovation was planned and there was no sudden unexpected event, there is no basis for waiving the mandatory waiting period.” Repeated efforts by the City to secure an emergency waiver failed.

Finally, AQMD authorized the City to proceed with asbestos abatement starting January 6, 2023. SEI expects to complete the abatement on January 13, 2023.

**FISCAL IMPACT:** The Building Maintenance Reserve Fund has sufficient funds to cover the costs of this emergency project.

**RECOMMENDATION:** Staff recommends that the City Council authorize a \$43,286 appropriation from the Building Maintenance Reserve Fund to cover remediation costs incurred as part of the City Hall Flooring Services Project.



January 4th, 2023

Telephone: 909-625-9441

Email : mparadis@cityofmontclair.org  
**Proposal SA 15465 REV 1**

Name: **City of Montclair**  
Attn: Mathew Paradis  
Address: **5111 Benito Street Montclair, CA 91763**

**Re: Proposal for the Removal of Floor Coverings and ACM Mastic Abatement located at Montclair City Hall**

**Specialized Environmental Inc. (SEI)** appreciates the opportunity to submit our proposal for the above referenced project. We purpose to furnish material, labor, and equipment (the work) in accordance with the specifications, terms and conditions as set forth below. Payment due upon completion of work. Payment for work completed the preceding month shall be received by the tenth (10) of the following month and payment in full shall be made within thirty (30) day of completion. Pricing below is based on a single day mobilization of this project. Any additional mobilizations required due to the cause or delay of others beyond SEI control will be billed at the additional cost of \$2,500.00 ea. This project is priced as a prevailing wage project for the lump sum price and the following scope of work as listed below:

**SCOPE OF WORK: Floor Coverings and ACM Mastic Remediation**

1. **Install critical barriers on all window and doors.**
2. **Remove carpet as needed to access ACM tile and mastic beneath.**
3. **Separate carpet with black mastic attached to it and dispose as ACM**
4. **Install a fully regulated containment in those areas that contain ACM**
5. **Install negative air machines as needed to maintain a regulated negative air pressure.**
6. **Remove and dispose of approx. 1,100 SF of ACM 9X9 floor tile.**
7. **Remove and dispose of approx. 1,500 SF of Black Mastic.**
8. **Wet wipe and HEPA vac all surfaces with in the contained work area.**
9. **Encapsulate work area with an approved Fiber Lock product.**
10. **Project duration estimated at approx. 6 to 8 working days.**
11. **Pricing does not include any overtime for accelerated schedule.**
12. **All walls, fixtures and or personal items must be removed by others from within the work area prior to the start of scope.**

**PRICING: \$43,286.00**

**TERMS AND CONDITIONS**

**Inclusion:** All salvage is the property of **SEI**

**Exclusions:** The following is specifically excluded from this work:

- ! Any hazardous materials or demolition outside the Scope of Work as defined herein.
- ! Any demolition or abatement without a complete hazardous materials survey provided prior to the start of work
- ! Removal of any other hazardous material, weather contaminated or not.
- ! Grading, Compaction, Import or Export of dirt or any other materials needed for subgrade.
- ! Shoring / Bracing
- ! Sanitary Facilities / Permits

- ! Demo Permits / Permits
- ! Layout of any kind.
  
- ! Protection of any materials, equipment or finished surfaces.
- ! Disconnect or safe off of any MEP or other
- ! Utilities U.N.O in scope of work above.
- ! Temporary fencing, Barricades, Public protection or Traffic control.
- ! Salvage and or Relocate for others.
- ! Replacement of fixtures or furniture moved to access demolition or hazardous materials.
- ! Performance and/or Payment Bonds
- ! Union Labor / any affiliates of the Union / Prevailing Wages
- ! Replacement of any material removed unless specifically noted otherwise in the Scope of Work.
- ! Damages to surfaces or substrates caused by removal procedures.
- ! Adherence to Specification or Procedure submitted to SEI after proposal submission.
- ! Re-strapping or rehangng of any items to meet code, or any other code upgrades.
- ! Cost or condition caused by delays by others beyond SEI's control
- ! Inaccessible hazardous materials or demolition
- ! Third Party air monitoring and/or final air clearance.
- ! Cost for added work caused by hidden obstruction caused by floors, walls, slabs or ceilings, not shown on drawings.

**Owner/Agent Responsibilities:** The Owner or his designated agent is responsible for providing to **SEI** the following:

- ! Water, power (including hook up of temporary power assistance), and HVAC lockout.
- ! Staging areas for equipment and dumpsters or dump trucks.
- ! Removal of trash or tenant items, leaving the area "Broom Clean" prior to SEI mobilization at 11:00 pm each night
- ! Designate those items to be left or saved prior to SEI mobilization.
- ! Any and all layout as needed.
- ! Provide a complete hazardous materials survey prior to the start of any scope of work as listed above.
- ! Site security, Sanitary facilities, Parking for work force, Permits and bonding
- ! Locating, identifying and capping of all utilities (i.e. Especially underground)
- ! Unforeseen conditions and underground obstructions (i.e. basements, caissons, piles, septic tanks, etc.)
- ! Union Labor, any affiliates of Union / Prevailing Wages
- ! Salvage / relocate for others
- ! Grading, excavation, compaction, import and export of dirt, Shoring and Bracing
- ! Protection of finished surfaces, Temporary fencing, barricades, public protection
- ! Fine preparation for other trades (i.e. floor mastic removal, bushing, grinding, bead blasting, etc.)
- ! Demolition, trenching, coring for any other trades U.O.N.
- ! Costs or conditions caused by delays by others beyond **SEI's** control.
- ! Costs for added work caused by hidden obstruction caused by floors, walls, slabs or ceilings, not shown on drawings.
- ! To the fullest extent of the law, any of its owners and all owners of property shall indemnify, protect, defend and hold harmless Specialized, its officers and employees. SEI will forever be held harmless and is released from any and all liabilities including any health issues arising to tenant and all persons exposed to property, claims, demands, judgment losses, cost and expenses in regards to work performed including re-growth of mold in any and all areas.



All regulated waste will be hauled by a licensed hazardous waste hauler to an approved landfill. All work will be conducted in strict compliance with all Federal, State and local regulations.

**INSURANCE AND BONDING:**

**Specialized Environmental, Inc.** carries primary General Liability Insurance limits in the amount of \$1 million per occurrence and \$5 million in aggregate, with Century Surety Company, Best Rated AIX. Bonds are provided by Lincoln General Insurance Company, Best Rated A-.

This quote is valid for 30 days and is subject to any regulatory change that would compel us to modify our price.

**ATTORNEY'S FEES**

If a dispute arises relating to the performance of the services offered by this Proposal, or resulting Contract agreement, and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recovery of all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees, and other claim related expenses.

**Our Qualifications / Exclusions shall become a part of the subject contract agreement.**

Thank you for the opportunity to submit pricing for this project, Should you should have any questions or require additional information, please feel free to contact me at (562) 698-9222.

Sincerely,

John Heyrend

Estimator / Project Manager  
Specialized Environmental, Inc.

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**ACCEPTANCE OF PROPOSAL SA 15465 REV 1**

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The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as described. Payment will be remitted within 30 days from date of invoice.

\_\_\_\_\_  
Authorized Signature / Title or Position

\_\_\_\_\_  
Date



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	LDU600
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	11	<b>PREPARER:</b>	M. HEREDIA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF TRACT MAP NO. 20503 FOR CONDOMINIUM PURPOSES CONSIDER AUTHORIZING STAFF TO RECORD TRACT MAP NO. 20503 WITH THE SAN BERNARDINO COUNTY RECORDER'S OFFICE		

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

**BACKGROUND:** On July 25, 2022, the City Council approved Tentative Tract Map No. 20503 to create 12 industrial condominiums at 5059 State Street. The project is known as *The State Street Business Park*. The General Plan land use designation of this 1.82-acre site is "Business Park," and the zoning is "M-1 - Limited Manufacturing." The development consists of a new "tilt-up" multi-tenant industrial building, with on-site parking, landscaping, and a master sign program.

As part of an industrial condominium project, Covenant, Conditions, and Restrictions (CC&Rs) are required to ensure proper maintenance of the property, including areas owned in common. The CC&Rs will be administered by a property management company to ensure daily maintenance, assignment of parking spaces, proper use of the units, and security of the site. The CC&Rs will be recorded upon approval by the City attorney and in conjunction with the recordation of Tract Map No. 20503.

Finally, the tract map is consistent with the City of Montclair's General Plan and Zoning Ordinance requirements for parcels within the M-1 zone. The City's Public Works Department reviewed and approved the improvement plans.

**FISCAL IMPACT:** Approval of Tract Map No. 20503, 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.

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

1. Approve Tract Map No. 20503 for Condominium Purposes; and
2. Authorize staff to record Tract Map No. 20503 with the San Bernardino County Recorder's Office.

# TRACT MAP NO. 20503

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO,  
STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

LOT 1 OF TRACT NO. 3793, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER  
MAP RECORDED IN BOOK 49, PAGES 75 AND 76 OF MAPS, IN THE OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY, AND A PORTION OF LOT 3, BLOCK 1, MONTE VISTA TRACT NO. 2, IN  
THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16,  
PAGE 33 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ANACAL ENGINEERING CO.

SEPTEMBER 2022

D.C. QUEYREL

L.S. NO. 7703

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE ONLY PARTIES HAVING ANY RECORD  
TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE  
CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

WE HEREBY DEDICATE TO THE PUBLIC FOR STREET AND UTILITY PURPOSES  
THAT 6' PORTION OF STATE STREET AS SHOWN ON SAID MAP.

WC HOMES, LLC, CA CALIFORNIA LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_  
DAVID COOK

DATE: \_\_\_\_\_

ARTES CAPITAL REIT I, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS  
BENEFICIARY UNDER DEED OF TRUST DATED AUGUST 8, 2022, RECORDED  
AUGUST 30, 2022 AS INSTRUMENT NO. 2022-0296081, OFFICIAL RECORDS

BY: \_\_\_\_\_  
SCOTT TAYLOR  
PRESIDENT

DATE: \_\_\_\_\_

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED  
UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF  
THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF  
WC HOMES, ON SEPTEMBER 2022. I HEREBY STATE THAT THIS TRACT MAP  
SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY  
APPROVED TENTATIVE MAP, IF ANY; THAT THE MONUMENTS ARE OF THE  
CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR THAT  
THEY WILL BE SET IN THOSE POSITIONS WITHIN TWELVE MONTHS FROM  
THE RECORDING DATE OF THIS MAP; THAT THE MONUMENTS ARE  
SUFFICIENT OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE  
RETRACED.



\_\_\_\_\_  
D.C. QUEYREL LS 7703  
ANACAL ENGINEERING COMPANY  
EXP: 12-31-22

12/5/22  
DATED

CITY ENGINEER'S CERTIFICATE

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT ALL THE  
APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF  
MONTCLAIR MUNICIPAL CODE HAVE BEEN COMPLIED WITH, AND THAT THE  
SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT  
APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED  
ALTERATIONS THERETO.



\_\_\_\_\_  
MONICA HEREDIA R.C.E. 56547  
CITY ENGINEER

DATE

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED  
THAT THIS MAP IS TECHNICALLY CORRECT.

REVIEWED FOR THE CITY OF MONTCLAIR BY L.D.KING, INC



\_\_\_\_\_  
CARLA E. BERARD P.L.S. 7224  
L.D. KING, INC.

DATE

CITY COUNCIL CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF MONTCLAIR  
BY A MOTION DULY SECONDED AND PASSED, APPROVED THE ATTACHED  
MAP ON THE DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
ANDREA M MYRICK, CITY CLERK  
OF THE CITY OF MONTCLAIR, CALIFORNIA

DATED

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF  
THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON  
THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, SPECIAL  
ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS,  
NOT YET PAYABLE, ESTIMATED TO BE \$ \_\_\_\_\_.

DATED: \_\_\_\_\_  
ENSEN MASON  
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_ DEPUTY

PLANNING COMMISSION CERTIFICATE

I DO HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THE ANNEXED MAP IS  
IN ACCORDANCE WITH THE TENTATIVE MAP APPROVED AT A MEETING OF THE  
PLANNING COMMISSION OF THE CITY OF MONTCLAIR, COUNTY OF SAN  
BERNARDINO, STATE OF CALIFORNIA, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2021.

\_\_\_\_\_  
SECRETARY OF THE PLANNING COMMISSION  
CITY OF MONTCLAIR, CALIFORNIA

DATE

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN  
EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF  
SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF  
ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL  
ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF  
THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY,  
BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A  
CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF  
SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATE: \_\_\_\_\_  
LYNNA MONELL  
CLERK OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_ DEPUTY

SAN BERNARDINO COUNTY RECORDERS CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER \_\_\_\_\_, THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_M IN BOOK \_\_\_\_\_ OF  
\_\_\_\_\_ AT PAGE \_\_\_\_\_, AT THE REQUEST OF  
\_\_\_\_\_, IN THE AMOUNT OF \$ \_\_\_\_\_.

CHRIS WILHITE  
ASSESSOR-RECORDER-COUNTY CLERK  
COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_  
DEPUTY RECORDER

SEE SHEET 2 FOR SIGNATURE OMISSION NOTES

# TRACT MAP NO. 20503

IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO,  
STATE OF CALIFORNIA  
FOR CONDOMINIUM PURPOSES

ANACAL ENGINEERING CO.

SEPTEMBER 2022

D.C. QUEYREL

L.S. NO. 7703

### NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC, PERSONALLY APPEARED, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_  
NAME OF NOTARY \_\_\_\_\_  
COUNTY IN WHICH COMMISSIONED \_\_\_\_\_  
DATE COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC, PERSONALLY APPEARED, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_  
NAME OF NOTARY \_\_\_\_\_  
COUNTY IN WHICH COMMISSIONED \_\_\_\_\_  
DATE COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

### NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC, PERSONALLY APPEARED, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_  
NAME OF NOTARY \_\_\_\_\_  
COUNTY IN WHICH COMMISSIONED \_\_\_\_\_  
DATE COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

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STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC, PERSONALLY APPEARED, \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

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SIGNATURE \_\_\_\_\_  
NAME OF NOTARY \_\_\_\_\_  
COUNTY IN WHICH COMMISSIONED \_\_\_\_\_  
DATE COMMISSION EXPIRES \_\_\_\_\_  
COMMISSION NUMBER \_\_\_\_\_

### SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED UNDER THE PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66436 (a)(3)(A)(i-viii) THEIR INTERESTS ARE SUCH THAT THEY CANNOT RIPEN INTO FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

- ③ AN EASEMENT FOR PIPE LINES AND DITCHES AND INCIDENTAL PURPOSES, RECORDED MARCH 29, 1887 IN BOOK 177 OF DEEDS, PAGE 142, IN FAVOR OF: DEL MONTE IRRIGATION COMPANY, A CORPORATION AFFECTS: AS DESCRIBED THEREIN. AFFECTS SUBJECT PROPERTY AND IS UNPLOTTABLE OF RECORD DESCRIPTION.
- ④ AN EASEMENT FOR PIPE LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED IN BOOK 376 OF DEEDS, PAGE 159. AFFECTS SUBJECT PROPERTY AND IS UNPLOTTABLE OF RECORD DESCRIPTION.
- ⑤ AN EASEMENT FOR PIPE LINES AND WATER CONDUITS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JULY 31, 1911 IN BOOK 484 OF DEEDS, PAGE 45. AFFECTS SUBJECT PROPERTY AND IS UNPLOTTABLE OF RECORD DESCRIPTION.

# TRACT MAP NO. 20503

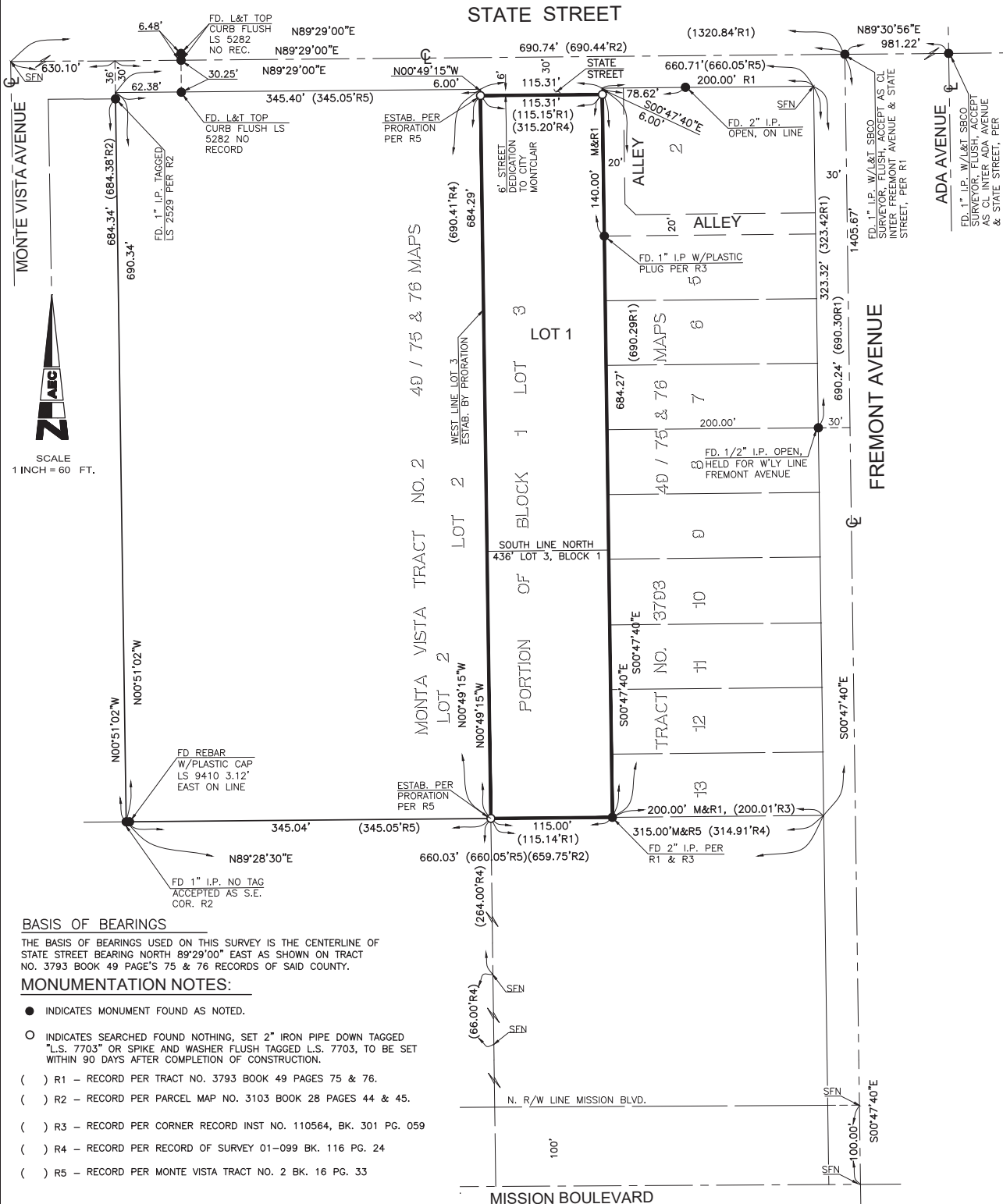
IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO,  
 STATE OF CALIFORNIA  
 FOR CONDOMINIUM PURPOSES

ANACAL ENGINEERING CO.

SEPTEMBER 2022

D.C. QUEYREL

L.S. NO. 7703



SCALE  
 1 INCH = 60 FT.

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS USED ON THIS SURVEY IS THE CENTERLINE OF STATE STREET BEARING NORTH 89°29'00" EAST AS SHOWN ON TRACT NO. 3793 BOOK 49 PAGE'S 75 & 76 RECORDS OF SAID COUNTY.

**MONUMENTATION NOTES:**

- INDICATES MONUMENT FOUND AS NOTED.
- INDICATES SEARCHED FOUND NOTHING. SET 2" IRON PIPE DOWN TAGGED "L.S. 7703" OR SPIKE AND WASHER FLUSH TAGGED L.S. 7703, TO BE SET WITHIN 90 DAYS AFTER COMPLETION OF CONSTRUCTION.
- ( ) R1 - RECORD PER TRACT NO. 3793 BOOK 49 PAGES 75 & 76.
- ( ) R2 - RECORD PER PARCEL MAP NO. 3103 BOOK 28 PAGES 44 & 45.
- ( ) R3 - RECORD PER CORNER RECORD INST NO. 110564, BK. 301 PG. 059
- ( ) R4 - RECORD PER RECORD OF SURVEY 01-099 BK. 116 PG. 24
- ( ) R5 - RECORD PER MONTE VISTA TRACT NO. 2 BK. 16 PG. 33

SEE SHEET 2 FOR EASEMENT INFORMATION



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	PDT362
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	POLICE
<b>ITEM NO.:</b>	12	<b>PREPARER:</b>	M. BUTLER
<b>SUBJECT:</b>	CONSIDER AUTHORIZING THE USE OF 2017 JUSTICE ASSISTANCE GRANT FUNDS TOWARD THE COST OF TRANSITIONING TO A RECORDS MANAGEMENT SYSTEM COMPLIANT WITH THE NATIONAL INCIDENT-BASED REPORTING SYSTEM		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the use of 2017 Justice Assistance Grant (JAG) funds toward the cost of purchasing a new records management system that is compliant with the National Incident-Based Reporting System (NIBRS).

**BACKGROUND:** In June 2022, the Department received \$15,005 from the 2017 Edward Byrne Memorial JAG Program. JAG Program awards are for the exclusive use of law enforcement services and programs and are designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. The original project submitted in 2017 requested to use these grant funds to purchase TASER devices, batteries, and holsters and Scott enforcement cartridges; however, due to lawsuits against the federal government over new conditions that state and local governments were required to satisfy in order to receive Byrne grants, the County of San Bernardino Board of Supervisors did not accept the JAG 2017 award from the U.S. Department of Justice (DOJ) until June 2020. The County is the JAG Program Administrator and disburses appropriate grant allocations to eligible jurisdictions. The City entered into Agreement No. 20-72 with the County in September 2020 to provide for the receipt of grant funds. At that time, staff was informed that the County would begin transitioning to a new grants management system, which caused more delays in receiving grant funds.

In July 2022, staff was given one week to submit a budget modification request for JAG 2017 and was informed that the grant funds had to be spent by September 30, 2022. During the five-year delay in receiving the grant funds, the Department purchased TASER devices, batteries, and holsters and Scott enforcement cartridges using alternative funding sources. With only three months to spend the grant funds, the County suggested using grant funds toward NIBRS compliance, since DOJ had given prior approval to any agency that would be submitting a budget modification request to use funds toward NIBRS compliance.

In June 2016, the Federal Bureau of Investigation (FBI) informed all states that it would be transitioning to a NIBRS-only data collection by January 1, 2021—the FBI’s NIBRS has become the national standard for law enforcement crime data reporting in the United States. All federal, state, local, and tribal agencies are now required to use NIBRS for data reporting; however, prior to this date, the Department’s record management system used the Uniform Crime Reporting (UCR) system. Thus, in December 2019, the City entered into Agreement No. 19-103 with the City of West Covina/West Covina Service Group (WCSG) and Mark43 for upgrades to the Department’s computer-aided dispatch and records management software and service (CAD/RMS). These upgrades were necessary because the Department’s legacy system was reaching its end of lifecycle, and

the Department needed a system that was NIBRS-compliant.

In FY 2020-21, the cost for the newly-upgraded records management system (Mark43), which included full NIBRS compliance, was \$107,454. This was an increase of \$27,973 from its previous system. Due to the short timeframe, staff submitted a budget modification request to the County to modify its JAG 2017 budget by spending its allocation of \$15,005 toward the cost of transitioning to a NIBRS-compliant records management system. In October 2022, the budget modification request was approved, and staff waited to hear from the County regarding the next step. On December 14, 2022, the County sent staff forms to submit by December 31, 2022, to close out the JAG 2017.

**FISCAL IMPACT:** If authorized by the City Council, the \$15,005 from the JAG 2017 would be used toward the cost of the Department's new NIBRS-compliant records management system.

**RECOMMENDATION:** Staff recommends the City Council authorize the use of 2017 JAG funds toward the cost of transitioning to a records management system compliant with NIBRS.



# CITY COUNCIL AGENDA REPORT

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**DATE:** JANUARY 17, 2023                      **FILE I.D.:** PDT175/PDT362  
**SECTION:** CONSENT - AGREEMENTS                      **DEPT.:** POLICE  
**ITEM NO.:** 1    **PREPARER:** M. BUTLER

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NOS. 23-01 AND 23-02 WITH THE COUNTY OF SAN BERNARDINO RELATED TO DISTRIBUTION AND RECEIPT OF 2022 JUSTICE ASSISTANCE GRANT PROGRAM AWARD FUNDS

CONSIDER AUTHORIZING CITY MANAGER EDWARD C. STARR TO SIGN SAID AGREEMENTS

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement Nos. 23-01 and 23-02 with the County of San Bernardino related to distribution and receipt of 2022 Justice Assistance Grant (JAG) Program Award funds and authorizing City Manager Edward C. Starr to sign said Agreements.

Copies of proposed Agreement Nos. 23-01 and 23-02 are attached for City Council review and consideration.

**BACKGROUND:** The Police Department has been notified by the Bureau of Justice Assistance (BJA) that it is eligible to receive a \$17,605 FY 2022 JAG Program award. BJA will award JAG Program funds to eligible units of local government for the purpose of preventing and reducing crime and violence. The JAG Program requires that the state's allocation for municipal agencies in the region be distributed and administered directly through San Bernardino County. The San Bernardino County Board of Supervisors, as the JAG Program Administrator, will submit a joint application for local jurisdictions and shall disburse appropriate grant allocations, less a 5 percent administrative fee as allowable under JAG guidelines. Each participating jurisdiction must enter into an Interlocal Agreement (proposed Agreement No. 23-01), or Memorandum of Understanding, identifying the County as the fiscal agent for these joint funds. Appropriations must be released within 60 days of receipt of grant funds by the JAG Program Administrator. Proposed Agreement No. 23-01 would allow the County to release pass-through funds to the towns and cities in accordance with the grant agreement.

Before receiving grant funds, the City must also enter into a subrecipient sub-award grant agreement (proposed Agreement No. 23-02) with the County to acknowledge receipt of the Federal award information and applicable compliance requirements, including special conditions for the Federal sub-award. By entering into proposed sub-award grant Agreement No. 23-02, the City agrees to undertake and carry out activities delineated by the grant award, and to the conditions or limitations set forth in the grant award. The Board of Supervisors of San Bernardino County has already accepted the 2022 Edward Byrne Memorial JAG award from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. As a subrecipient, the City has been allocated \$17,605.

Since 2005, the Edward Byrne Memorial JAG Program has provided funding to state and local governments for support of a broad range of activities intended to prevent and control crime and improve the criminal justice system. The JAG Program is the primary



provider of federal criminal justice funding to states and units of local government and furthers the Department of Justice's mission to prevent or reduce crime and violence. JAG Program awards are for the exclusive use of law enforcement services and programs and are designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. These funds shall supplement existing services and shall not be used to supplant any existing funding for law enforcement services.

Staff submitted a proposed project to the County to utilize grant funds to purchase spike strips to use as intervention tactics during vehicle pursuits and to purchase breaching tools in the event of an active shooter event at one of Montclair's local schools or businesses.

**FISCAL IMPACT:** The City of Montclair's 2022 JAG allocation is \$18,532—the San Bernardino County Board of Supervisors would retain a 5 percent administrative fee of \$927. Approval of proposed Agreement Nos. 23-01 and 23-02 would result in a \$17,605 JAG Program fund allocation to the Police Department budget.

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

1. Approve Agreement Nos. 23-01 and 23-02 with the County of San Bernardino related to distribution and receipt of 2022 Justice Assistance Grant Program Award funds.
2. Authorize City Manager Edward C. Starr to sign said Agreements.

INTERLOCAL AGREEMENT  
BETWEEN THE TOWNS OF APPLE VALLEY AND YUCCA VALLEY, THE CITIES OF  
ADELANTO, BARSTOW, CHINO, COLTON, FONTANA, HESPERIA, HIGHLAND,  
MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN  
BERNARDINO, UPLAND, VICTORVILLE, YUCAIPA, AND SAN BERNARDINO COUNTY, CA

CONCERNING DISTRIBUTION OF THE  
2022 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 15th day of November, 2022, by and between SAN BERNARDINO COUNTY, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWNS (hereinafter referred to as "TOWNS") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Councils and City Councils, all of whom are situated within San Bernardino County, State of California, as follows:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, the COUNTY agrees to release to TOWNS and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWNS and CITIES under this agreement for administrative fees toward the administration of TOWNS' and CITIES' programs during the entire permissible duration of said programs; and TOWNS and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWNS and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWNS and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

**WHEREAS**, the TOWNS, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

**NOW THEREFORE, the COUNTY and TOWNS and CITIES agree as follows:**

**Section 1.**

COUNTY agrees to release to TOWNS and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from

TOWNS and CITIES under this agreement for administrative fees toward the administration of the TOWNS' and CITIES' programs during the entire permissible duration of said programs.

**Section 2.**

TOWNS and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWNS and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWNS and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

**Section 3.**

TOWNS and CITIES agree to enter into a sub-award grant agreement with the COUNTY in order to acknowledge receipt of the federal award information and applicable compliance requirements, including special conditions for each sub-award, before receiving grant funds.

**Section 4.**

TOWNS and CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

**Section 5.**

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

**Section 6.**

Nothing arising from this Agreement shall impose any liability for claims or actions against TOWNS and/or CITIES other than what is authorized by law.

**Section 7.**

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

**Section 8.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 9.**

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

TOWN OF APPLE VALLEY, CA

SAN BERNARDINO COUNTY, CA

\_\_\_\_\_  
Town Manager

  
\_\_\_\_\_  
Curt Hagman  
Chair, County Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Town Clerk

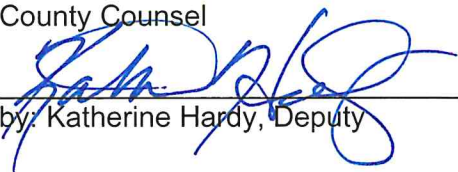
  
\_\_\_\_\_  
Lynna Monell, Deputy  
Clerk of the Board of Supervisors  
of San Bernardino County

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
\*Tom Bunton  
County Counsel

  
\_\_\_\_\_  
by: Katherine Hardy, Deputy

\*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.

**WHEREFORE,** all parties freely and voluntarily agree to all of the above terms.

TOWN OF YUCCA VALLEY, CA

\_\_\_\_\_  
Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

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**WHEREFORE**, all parties freely and voluntarily agree to all of the above terms.

CITY OF HIGHLAND, CA

\_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

/























**2022 Justice Assistance Grant  
Appendix 1**

Jurisdiction	Allocation	5% Administrative Fee	Award
San Bernardino County	\$112,877	(\$5,644)	\$107,233
Adelanto	\$20,168	(\$1,008)	\$19,160
Apple Valley	\$25,382	(\$1,269)	\$24,113
Barstow	\$21,318	(\$1,066)	\$20,252
Chino	\$23,593	(\$1,180)	\$22,413
Colton	\$15,081	(\$754)	\$14,327
Fontana	\$54,036	(\$2,702)	\$51,334
Hesperia	\$36,220	(\$1,811)	\$34,409
Highland	\$24,257	(\$1,213)	\$23,044
Montclair	\$18,532	(\$927)	\$17,605
Ontario	\$51,505	(\$2,575)	\$48,930
Rancho Cucamonga	\$34,277	(\$1,714)	\$32,563
Redlands	\$19,401	(\$970)	\$18,431
Rialto	\$41,869	(\$2,093)	\$39,776
San Bernardino	\$224,860	(\$11,243)	\$213,617
Upland	\$24,309	(\$1,215)	\$23,094
Victorville	\$73,641	(\$3,682)	\$69,959
Yucaipa	\$11,605	(\$580)	\$11,025
Yucca Valley	\$10,378	(\$519)	\$9,859
<b>Total</b>	<b>\$843,309</b>	<b>(\$42,165)</b>	<b>\$801,144</b>

 <p><b>San Bernardino County</b> 385 North Arrowhead Avenue San Bernardino, CA 92415-0123</p> <p>Law and Justice Group 909-387-5005</p>	<p><b>Grant Sub-Award</b></p>	<p>PAGE 1 OF 22</p>
<p>SUBRECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>City of Montclair 5111 Benito Street, PO Box 2308 Montclair, CA 91763-2808</p>	<p>AWARD NUMBER: 15PBJA-22-GG-02097-JAGX</p>	
<p>SUBRECIPIENT IRS/VENDOR NO.</p> <p>95-6005731</p>	<p>SUB-AWARD NUMBER: 15PBJA-22-GG-02097-JAGX-Montclair</p> <p>PROJECT PERIOD: FROM 10/01/2021 TO 09/30/2025</p> <p>BUDGET PERIOD: FROM 10/01/2021 TO 09/30/2025</p>	
<p>SUBRECIPIENT UEI NO.</p> <p>YM87HK81HED6</p>	<p>AWARD DATE 09/26/2022</p> <p>PREVIOUS AWARD AMOUNT \$0</p>	
<p>PROJECT TITLE</p> <p>San Bernardino County and Disparate Jurisdictions 2022 Justice Assistance Grant Projects</p>	<p>AMOUNT OF THIS AWARD \$17,605</p> <p>TOTAL SUB-AWARD \$17,605</p>	
<p>SPECIAL CONDITIONS</p> <p>THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S), WHICH INCLUDE THE AWARD CONDITIONS (PAGES 2-18), AND THE SUBRECIPIENT MONITORING PROCEDURES FOR THE COUNTY OF SAN BERNARDINO LAW AND JUSTICE GROUP (PAGES 19-22).</p>		
<p>STATUTORY AUTHORITY FOR GRANT</p> <p>Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).</p>		
<p>CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)</p> <p>16.738 - Edward Byrne Memorial Justice Assistance Grant Program</p>		
<p><b>GRANTEE APPROVAL</b></p>		<p><b>SUBRECIPIENT ACCEPTANCE</b></p>
<p>TYPED NAME AND TITLE OF APPROVING OFFICIAL</p> <p>Edward Barry, Chair San Bernardino County Law and Justice Group</p> <p> SIGNATURE OF APPROVING OFFICIAL</p> <p><u>12/15/2022</u> DATE</p>		<p>TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL</p> <p>Edward C. Starr, City Manager City of Montclair</p> <p>_____ SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL</p> <p>_____ DATE</p>

## Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed



by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

### 3

#### Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

### 4

#### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

### 5

#### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

### 6

#### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

### 7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements

of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## 10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## 11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all

associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 15

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 16

### Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 17

### Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 18

### Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 19

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 20

### Employment eligibility verification for hiring under the award

#### 1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

#### 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

#### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

#### 4. Rules of construction

##### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

##### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to

or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## 22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that

otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.



## 29

### Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 30

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

## 31

### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 32

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

## 33

### Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

### 34

#### Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

### 35

#### Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

### 36

#### Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

### 37

#### Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

### 38

#### Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

### 39

#### Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### 40

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

### 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### 42

#### Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

### 43

#### Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

### 44

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

### 45

## Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

### 46

#### Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

### 47

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide

data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

#### 48

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

#### 49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

#### 50

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

#### 51

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

#### 52

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department

of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

### 53

#### Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

### 54

#### Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

### 55

#### Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

### 56

#### Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

## 57

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

## 58

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

## 59

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

## 60

BJA- JAG - Withholding of Funds for MOU

Withholding of funds: Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

## 61

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either

this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

## 62

### BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

*I have read and understand the information presented in this section of the Federal Award Instrument.*



**Subrecipient Monitoring Procedures  
County of San Bernardino  
Law and Justice Group**



**Grant Award/Sub-Award Process**

When the Law and Justice Group (L&JG) has been notified that it has been awarded a grant, a Board Agenda Item to accept the grant will be prepared and submitted to the Board of Supervisors (BOS) for approval. Where there is a sub-award to be granted, a Sub-Award Agreement will be prepared by the L&JG (recipient) and approved by the BOS and the subrecipient. The appropriate officials will sign the sub-award documents. The Sub-Award Agreement will identify the federal award information and applicable compliance requirements, including applicable special conditions for each federal sub-award. The Sub-Award Agreement will include the Grant Award Number, Award Date, Catalog of Federal Domestic Assistance (CFDA) number, Project Title, Project Period, Award Amount, and all applicable Special Conditions for the sub-award. The L&JG's Subrecipient Monitoring Procedures will be included in the Sub-Award Agreement.

**Grant Revenue**

When notified that a grant award has been made, the Grant Coordinator requests a budget code for the grant award from the Auditor-Controller/Treasurer/Tax Collector (ATC), and submits appropriate budget documents for the Board of Supervisors approval. Once the budget is established, the Grant Coordinator requests a drawdown of grant funds and deposits the funds into the applicable special revenue fund. Timeframes for the drawdown requests will be accomplished in accordance with award requirements specified by the awarding agency. The Grant Coordinator maintains a record of revenues requested and received and reconciles the account.

**Disbursement of Funds to Subrecipients**

When disbursing sub-award funds to subrecipients, the Grant Coordinator will prepare the appropriate payment document. The payment document is reviewed and approved by the Chair of the L&JG. The ATC processes payments and disbursement of funds.

To notify subrecipients of the federal award number, CFDA number, and the amount of federal funds at the time of the disbursement of funds, the following steps will be followed:

- The payment documents will reference the federal award number, CDFA number, and the amount of federal funds.
- Correspondence will be sent to subrecipients at the time of disbursement identifying the payment and detailing the required federal information.

**Subrecipient Monitoring Requirement**

Sub-awards will be monitored in accordance with all applicable statutes, regulations, the Uniform Grant Guidance, OMB Circulars, and guidelines, including the Office of Justice Programs Financial Guide. The recipient will include the applicable conditions of this award in any sub-award. The recipient is responsible for the following:

- Ensure that every sub-award is clearly identified to the subrecipient as a sub-award and includes applicable conditions of the federal award.
- Evaluate each subrecipient's risk of noncompliance with federal statutes, regulations and the terms and conditions of the sub-award for purposes of determining the appropriate subrecipient monitoring procedures.
- Oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to the use of funds.
- Review financial and performance reports.
- Follow-up and ensure that subrecipients take timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site monitoring visits, and other means.
- Issue a management decision for audit findings pertaining to the federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521 Management Decision.
- Verify that every subrecipient who is expected to expend \$750,000 or more is audited as required by 2 CFR 200 Subpart F Audit Requirements.
- Consider whether the results of the subrecipient's audits, on-site monitoring visits or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- Consider taking enforcement against noncompliant subrecipients as described in 2 CFR 200.338 Remedies.

#### **Subrecipient Monitoring Process**

On-site monitoring of grant-funded projects may be conducted by the U.S. Department of Justice or the County of San Bernardino. At that time, the identified subrecipient agency will be required to provide documentation supporting expenditures, and/or a physical review of items funded through the grant may be requested.

To ensure full compliance with this legislative mandate, all grant related documentation to include timesheets, invoices, purchase orders, canceled checks, and contracts must be maintained in a location accessible to the person responsible for managing the sub-award, and the agency's chief executive.

If it is determined funds are not being used for approved purposes, or if proper documentation is not maintained, the amount in question must be returned to the U.S. Department of Justice. The subrecipient agency may also be deemed ineligible for future federal funding.

#### **On-Site Monitoring**

The County of San Bernardino L&JG may conduct on-site monitoring. The monitoring will be based upon performance and reported expenditure of funds. The monitoring will be based upon performance, tracked through reports and regular correspondence. This method will ensure the subrecipient in greatest need for assistance in managing their award is provided the necessary tools to be in full compliance with U.S. Department of Justice requirements.

If selected for monitoring, the subrecipient will be notified at least 20 days prior to the monitoring. The staff person responsible for managing the sub-award, the staff person assigned to managing fiscal operations, the chief executive of the subrecipient agency, and any other applicable persons directly involved in the oversight of grant funds will be asked to attend. Appropriate documentation will also be requested for review. During the monitoring, the following items will be reviewed and/or discussed:

invoices, timesheets, canceled checks, equipment purchased, policies and procedures, financial status reports, performance reports and grant files.

If the subrecipient is non-compliant with award requirements, the following actions will be taken: The County of San Bernardino will assist the subrecipient with the resolution of identified issues, a recommendation to the U.S. Department of Justice for a federal monitoring of the sub-award will be made, future payments will be withheld until all issues are resolved, and closer oversight of the subrecipient by San Bernardino County will be implemented.

**Project Accounting and Record Keeping**

Adequate control of funds received to ensure compliance with federal and state regulations and grant sub-award conditions will be accomplished. Separate records are maintained for each project to avoid commingling of project funds with other funds.

**Obligation and Expenditure of Funds**

All Grant funds must be obligated by the termination date of the project. Grant funds legally obligated by the termination date must be expended within the timeframe specified within the Grant Contract, Agreement, or Sub-Award Agreement. Justice Assistance Grant funds must be expended by the end of the project period.

**Reporting Requirements**

Submission of financial reports will be accomplished in accordance with the guidelines specified in the Grant Contract, Agreement, or Sub-Award Agreement.

**Subrecipient Audits – Uniform Grant Guidance and OMB Circular A-133 Compliance**

Subrecipients are required to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 (Uniform Grant Guidance) for federal awards made on or after December 26, 2014, or with the OMB Circular A-133 for federal awards made prior to December 26, 2014.

A single or program specific audit is required in any year that a government expends \$750,000 or more a year in federal awards. Both the Uniform Grant Guidance and the OMB Circular A-133 require audits to be completed and submitted to the Federal Audit Clearinghouse (FAC) no later than nine (9) months after the close of each fiscal year during the term of each grant award. As a condition of the sub-award agreement, the Law and Justice Group will require the subrecipient to submit a copy of the audit, including any corrective action plan within 30 days from the date of submission to the FAC. The Grant Coordinator will review and ensure that the subrecipient audit reports are received and that all audit findings have been resolved. Failure of the subrecipient to have audits performed as required may result in the withholding of new discretionary awards and/or withholding of funds.

**Project Closeout**

The Grant Coordinator will schedule, monitor, and ensure timely completion of all required closeout activities and final financial reports in conformance with the guidelines required by the awarding agency.

**Inventory Control**

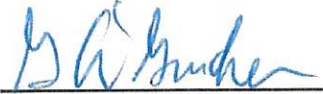
Subrecipients will maintain an inventory of equipment purchased with grant funds and submit inventory records to the Grants Coordinator if requested. Records shall be retained for a period of three years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. As

equipment or other non-expendable property is purchased and received, it will be permanently marked, a property inventory record completed, and the property inventory record will be made part of the permanent grant sub-award file. Disposition of equipment will be done in accordance with the awarding agency's guidelines.

**Retention Period**

Project records must be maintained for the required period after the awarding agency determines that the grantee has met all the project requirements and the project has been accepted for closeout. Records will be maintained for a minimum of three years. The three-year retention period starts from the date of the submission of the closure of the single audit report which covers the grant period and lasts until completion of any disputes arising prior to the expiration of the three year period, whichever is later.

APPROVED BY:



G. Christopher Gardner, Chair  
Law and Justice Group

\_\_\_\_\_  
Date



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	STA670-N1
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	R. HOERNING

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 23-03 WITH TKE ENGINEERING, INC. FOR ENGINEERING DESIGN SERVICES FOR THE MILLS AVENUE STREET REHABILITATION PROJECT, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER AUTHORIZING A \$146,000 APPROPRIATION FROM 2021 LEASE REVENUE BOND PROCEEDS FOR COSTS RELATED TO AGREEMENT NO. 23-03

CONSIDER AUTHORIZING A \$13,197 DESIGN SERVICES CONTINGENCY FOR THE PROJECT

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**REASON FOR CONSIDERATION:** The City Council is requested to consider taking actions related to the design of street improvements for the Mills Avenue Street Rehabilitation Project from Holt Boulevard to Moreno Street. Approval of an agreement for professional services with the City and appropriation of unbudgeted funds require City Council approval.

A copy of proposed Agreement No. 23-03 with TKE Engineering, Inc. is attached for City Council's review and consideration.

**BACKGROUND:** On December 2, 2019, the City Council approved the City of Montclair Capital Improvement Program for Fiscal Years 2019-20 through 2023-24 to assure that long-range capital project objectives will receive proper consideration.

On October 18, 2021 and November 10, 2021, the City Council held workshops to discuss the 2021 Lease Revenue Bond (LRB) Infrastructure projects. The workshops outlined several street improvement projects and other infrastructure projects, including the Mills Avenue Street Rehabilitation Project.

On October 3, 2022, the City Council Amended the CIP program to include this project and approved an engineering service agreement with Andreasen Engineering, Inc. to survey and develop options and recommendations to address a complex sidewalk connectivity gap on the east side of Mills Avenue between San Bernardino Court and Palo Verde Street. The preferred sidewalk connectivity solution will be integrated into this project.

The City's proposed General Plan Update incorporates a transition from a traditional automobile-prioritized transportation system to the concept of *Complete Streets*, where streets are designed and operated for safe access for all. The plan will create a balance for all users of all age groups and abilities, including pedestrians, bicyclists, motorists, and public transportation users.

A few years ago the City added a Class II bicycle lane to Mills Avenue as part of its efforts to expand mobility options to the community. This bicycle enhancement has been effective. Montclair's Active Transportation Plan and Systemic Safety Analysis Report both recommend the Mills Avenue bicycle system be further improved by implementing a Class II buffered bicycle lane along with some other improvements. As part of this project, the consultant will prepare plans to incorporate the buffered bicycle lanes, as

well as evaluate existing street lighting levels. Due to the extended local drought conditions, the median turf no longer exists and the median quality has diminished. This project includes developing an updated median landscaping to improve the aesthetics of the street in a manner compatible with arid and drought conditions. The Consultant will confer with the Chino Basin Water Conservation District on the planting and landscape design

The City solicited proposals from the following five pre-qualified engineering firms for this project:

- Kimley-Horn & Associates
- LD King, Inc.
- RKA Consulting Group
- Transtech Engineers, Inc.
- TKE Engineering, Inc.

The City received one proposal from TKE Engineering, Inc. (TKE) for the project. TKE was interviewed and the scope of services refined through a negotiated process. TKE has performed similar work for the City and is currently providing engineering services for the Ramona Avenue and Howard Street Roundabout Project.

Staff considers TKE's fee to be reasonable and is recommending them as the contractor for this project.

**FISCAL IMPACT:** The cost associated with Agreement No. 23-03 with TKE is \$132,803. Staff is requesting an additional \$13,197 appropriation as a contingency if additional work is required beyond the scope of services for a total request of \$146,000. Funds for this contract would be provided by 2021 Lease Revenue Bond Proceeds.

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

1. Approve Agreement No. 23-03 with TKE Engineering, Inc. for engineering design services for the Mills Avenue Street Rehabilitation Project, subject to any revisions deemed necessary by the City Attorney;
2. Authorize a \$146,000 appropriation from 2021 Lease Revenue Bond proceeds for costs related to Agreement No. 23-03; and
3. Authorize a \$13,197 design services contingency for the Project.

# Infrastructure Fund Capital Project Funding Information

Project Name: Mills Avenue Street Rehabilitation Project  
 Project Details: Street Pavement Rehabilitation, Sidewalk and Striping Improvements

Preparation Date: January 4, 2023 Department: Public Works

Project No. (Assigned by Finance): 21016 Contact/Ext.: Rosemary Hoerning, X446

Phase	Fiscal Years					Total	Fund/Program
	Prior Years	2019/2020	2020/2021	2021/2022	2022/2023		
Environmental	0.00	0.00	0.00	0.00	0.00	0.00	
Design					176,000.00	176,000.00	2021 Lease Revenue Bonds
R/W Acquisition							
Construction							2021 Lease Revenue Bonds
<b>Total</b>	0.00	0.00	0.00	0.00	176,000.00	176,000.00	

**Approvals:**  
 Department: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: \_\_\_\_\_  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** 176,000.00

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

MILLS AVENUE REHABILITATION PROJECT

THIS AGREEMENT is made and effective as of January 17, 2023, between the City of Montclair, a municipal corporation ("City") and TKE Engineering, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 18, 2023 and shall remain and continue in effect for a period of 18 months until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit B, 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 B.

3. PERFORMANCE

Consultant shall at all times faithfully, and competently 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. Consultant shall have the duty to prepare any design documents free from defects.

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement and 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, based upon actual time spent on the above tasks. This amount shall not exceed **one hundred thirty two thousand eight hundred three dollars and zero cents (\$132,803.00)** 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 \$13,197.00. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first



## Agreement No. 23-03

business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) 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 in compliance with this Agreement. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

### 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 to the extent the default is 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. Any reuse or modification of the work product without the prior written consent of Consultant will be at the sole risk of the City. 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, subconsultants, 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 contractors, subcontractors, subconsultants, 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 subcontractors, subconsultants, 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) Subcontractors/Subconsultants 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 Subcontractor, Sub consultant, 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 Subcontractor, Subconsultant 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,

## Agreement No. 23-03

subcontractors 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

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### (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) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence, and \$4,000,000 aggregate total bodily injury, personal injury, and property damage.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

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- (3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

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 work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

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

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

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 work or operations performed by or on behalf of the Contractor.

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance

available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(3) Workers' Compensation

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

(c) Notice of Cancellation

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

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Consultant or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Consultant under this Agreement.

(h) Failure to Maintain Coverage

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

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

(i) Acceptability of Insurers

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

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

Consultant shall be responsible for causing Subcontractors/ Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors'/Subconsultant's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as board as CG 20 38 04 13.

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. Consultant shall be solely responsible and hold the City harmless for all matters relating to the payment of Consultant's employees, including compliance with Social Security withholdings and all other regulations governing such matters.

(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 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.

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 shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer 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

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Agreement. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant’s covenant under this Section shall survive the termination of 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: City Engineer  
City of Montclair  
5111 Benito  
Montclair, CA 91763

To Consultant: Terry Renner, Senior Vice President  
TKE Engineering, Inc.  
2305 Chicago Avenue  
Riverside, CA. 92507

17. ASSIGNMENT AND SUBCONTRACTING

The Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City’s consent to an assignment of rights under this Agreement shall not release the Consultant from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Consultant in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Consultant shall not subcontract any performance required under this Agreement without the City’s prior written consent.

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. CONTENTS OF REQUEST FOR PROPOSALS



## Agreement No. 23-03

Consultant is bound by the contents of City's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "B" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

### 22. 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. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

### 23. 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.

### 24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

### 25. CLAIMS AGAINST CITY

Consultant must comply with the claim procedures set forth in Government Code sections 900, *et seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

### 26. 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.

### 27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

### 28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

29. 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.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

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: \_\_\_\_\_  
Name:  
Title:

Attest:

By: \_\_\_\_\_  
Andrea M. Myrick, City Clerk

By: \_\_\_\_\_  
Name:  
Title:

Approved as to Form:

By: \_\_\_\_\_  
Diane E. Robbins, City Attorney

# CITY OF MONTCLAIR



## REQUEST FOR PROPOSALS FOR **Mills Avenue Street Rehabilitation Project**

Proposal due date: November 21, 2022 at 10:00 a.m.

## **INTRODUCTION**

The City is planning to rehabilitate the pavement (grind & overlay) on Mills Avenue from Holt Boulevard to Moreno Street. The City's objective is to accomplish these improvements through a set of technical specifications and bid quantities along with select improvement plans to provide the necessary detail for signage, striping, street lighting, and median landscaping.

The City is seeking an engineering firm to prepare improvement plans to provide full street striping, marking, and signage for Mills Avenue incorporating recommended provisions to improve public safety identified in the City's planning documents or as needed to adhere to industry standards and regulatory requirements. Additionally, the City is requesting the preparation of improvement plans for the implementation of median landscape enhancement improvements.

The City's objective is to have construction documents that inform the contractor of the project requirements; thus, the engineering firm selected will be required to identify locations where ADA Curb ramp improvements are needed to meet current standards, the locations and quantities of deficient sidewalk and damaged median hardscape, and calculating asphalt concrete pavement quantities. The engineer shall provide for the preparation of street striping and signage plans to maintain on street parking, provide buffered bicycle lanes, implement high visibility crosswalks, and consider recommendations regarding conflict striping. The engineer shall prepare a photometric analysis of existing street lighting conditions and an improvement plan with recommended additional street lighting in SCE's LS-1 AutoCAD Format for Mills Avenue from Holt Boulevard to Moreno Street.

The City is seeking landscape architecture services to prepare improvement plans for the Mills Avenue Medians to improve the corridor aesthetics. The proposed landscape, hardscape, and irrigation improvements shall be drought tolerant California friendly providing an attractive and clean appearance which is also capable of co-existing with the existing Pine trees and shrubs.

## **BACKGROUND**

The City's General Plan incorporates a transition from a traditional automobile prioritized transportation systems to the concept of Complete Streets where streets are designed and operated for safe access for all by creating a balance for all users of all age groups and all abilities, including pedestrians, bicyclists, motorist, and public transportation users.

The City completed the Montclair Systemic Safety Analysis Report (Pages 72 & 73) and the City's Active Transportation Plan (Pages 45-47) studies, which recommend transportation measures to improve community mobility. The consultant shall evaluate these documents and incorporate appropriate improvements as part of the work.

Mills Avenue is predominantly in the City of Montclair; however, it is a jurisdictional boundary street with the cities of Pomona and Claremont. Coordination between the jurisdictions will be required, if agreement cannot be secured some improvements may not be implemented as part of this work (high visibility crosswalks, etc.). The City will work on coordinating agreements with these jurisdictions. The engineer; however, will be responsible for coordinating the design and development of construction documents to ensure compliance with the respective jurisdictions standards and requirements.

The City has contracted with Andreasen Engineering, Inc. to survey and assess the sidewalk connectivity options and prepare final sidewalk improvement plans, as determined by the City, for the eastside of Mills Avenue between E. American Street (Pomona) and Palo Verde Street (Montclair). These sidewalk improvements plans are intended to be incorporated into the Mills Avenue Street Rehabilitation project.

The City has also contracted with HR Green Pacific, Inc. to prepare median and street rehabilitation improvement plans for Holt Boulevard, which includes striped buffered bicycle lanes. The intersection of Mills Avenue and Holt Boulevard will require project coordination.

## **SCOPE OF SERVICES**

The engineering consultant shall provide an itemized bid summary sheet, technical specifications, and an Appendixes which detailed work item improvement location list/areas. The engineering consultant shall provide associated quantities for asphalt rubber hot mix (ARHM) pavement grind and overlay & spot repair, ADA curb ramp upgrades, deficient sidewalk and curb (etc.) removal and replacements. The engineering consultant shall provide improvement plans for full street striping, marking, and signage improvements, as well as, street lighting and median improvements.

Prior to developing the median landscape and irrigation improvement plans, the consultant shall present three landscape concepts with renderings to the City for consideration and direction. Each landscape concept shall include, the proposed plant pallet, any recommended hardscape elements, and a preliminary cost estimate.

The consultant shall incorporate the sidewalk improvement plans prepared by Andreasen Engineering, Inc. into the construction documents.

The preparation of plans and specifications for bidding purposes also requires coordination with utilities, and conformance with all regulatory requirements.

The Consultant shall provide plan/specification review submittals to the City at 60%, 90%, and 100% complete. Consultant shall provide preliminary and final estimates of probable construction costs. The Consultant shall attend progress meetings and prepare meeting minutes. The consultant shall submit a written progress report with progress payment requests.

The fee proposal shall include all typical project related and due diligence work to prepare accurate, thorough and complete construction documents.

Final product deliverables:

- Technical Report(s)
  - Landscape Pallet & Planting Options
  - Conflict Striping, and other measures
  - Street Lighting Enhancements
- Engineering Probable Cost Estimates
- Signed and stamped mylar plans, 24"X36"
- Signed and Stamped Specifications
- Plans & Specifications in .PDF, AutoCad and Word formats
- As-built mylars and a PDF as-built file
- All project related work products and/or documents as requested by the City

The City will address the project CEQA requirements. However, the consultant may be requested to provide exhibits to facilitate CEQA determination and Council approvals.

### **PROPOSAL FORMAT AND CONTENT**

Consultants shall limit their proposal to 15 pages, excluding cover and resumes. The proposal shall provide all the information requested in this RFP. The Consultant's proposal shall contain the following information and shall be organized as follows:

#### a. Project Team

An organizational chart indicating principals and key project team members with an indication of their involvement in the project. Also provide resumes of the key personnel involved with this project including personnel from sub-Consultants.

For the project engineer/architect and project manager, include information for three (maximum) recent *similar* projects on his/her record of completion. Include reference contact person, address, and telephone number.

#### b. Project Scope Work/Work Task Description

Provide a fully developed proposal and task description of the work items planned by the consultant to complete the preparation of the improvement plans and specifications for this project.

c. Project Scheduling

Provide a schedule identifying milestones for the major tasks in the development of the street improvement construction documents, beginning with the Notice to Proceed.

d. Resource Requirements

Provide a man-hour and fee estimate for the proposed scope of work. Please state all assumptions upon which the estimates are based.

e. Availability

Provide a statement that the proposed team have availability to perform the services in a timely manner. Continuity and commitment is important to the quality and timely completion of the project. The designated project manager and project engineer shall remain on the project unless otherwise allowed/requested by the City.

f. Fee Schedule

The fee proposal shall include a not-to-exceed (NTE) figure and hourly billing rates for typical staff classifications and cost breakdown per task. These rates will be used to negotiate any additional work the City may request. All assumptions upon which the costs are based shall be stated.

### Agreement

Exhibit A is a copy of the City's professional services agreement. All proposers shall submit a "Statement Certifying" that you agree to the City's Consulting Services Agreement terms and conditions. Any proposed edits to the agreement shall be submitted with the proposal for staff's review and consideration.

### Insurance

All proposers shall submit a "Statement Certifying Insurance Coverage" certifying that the required insurance coverage will be obtained by the Consultant, and that the Consultant understands said coverage is prerequisite for entering into an agreement with the City. The Consultant is required to confirm with its insurance carrier that it can meet all the requirements for insurance. Failure to meet the insurance regulations as set forth may result in the Consultant's disqualification.

### **SUBMITTAL OF PROPOSAL**

Consultants interested in responding to this Request for Proposal shall submit a proposal by **10:00 a.m. on November 21, 2022**. The proposal shall be organized as described in the “Proposal Format and Contents.” **Any proposals received after 10:00 a.m. on November 21, 2022 will be returned unopened.**

Proposals shall be submitted electronically through the Planet Bid platform and three paper copies transmitted to the City to the attention of:

**Rosemary Hoerning, PE, PLS, MPA**  
**City Engineering Consultant**  
**City of Montclair**  
**5111 Benito Street**  
**Montclair, CA 91763**

Envelope for proposals shall be clearly marked with the notation: “DO NOT OPEN-PROPOSAL FOR MILLS AVENUE REHABILITATION PROJECT”

### **SELECTION PROCEDURES**

The proposals received by the submission date will be evaluated on the basis of their responsiveness to this RFP. The City of Montclair reserves the right to establish, add, delete, or modify criteria by which the proposals will be evaluated and to weigh the criteria according to the City’s priorities.

Criteria for the evaluation of the proposals may include, but need not be limited to the following:

- Consultant’s demonstrated understanding of the scope of work.
- Completeness of proposal.
- The key project team members’ experiences and record in performing similar work.
- Timeliness in accomplishing work assignments for projects in the agreed work.
- The resources required to perform the requested services and fee proposal
- The consultant’s comments on the professional services agreement or exceptions.

Those consultants considered most responsive to this RFP may be requested to attend at least one interview with the City. The City may determine that a selection can be made without conducting interviews. The tentative time for the interview is the week of November 21, 2022, subject to scheduling.



### **RIGHT TO REJECT ALL PROPOSALS**

The City reserves the right to reduce or revise elements of the scope of work prior to the award of any Contract. Furthermore, the City reserves the right to reject any or all proposals submitted and no representation is made hereby that any Contract will be awarded pursuant to this Request for Proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the proposer.

The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by a proposer. All proposals submitted to the City in response to this Request for Proposal shall become the property of the City.

### **QUESTIONS**

For any questions regarding this Request for Proposal, please utilize the planet bid platform. All questions will be responded to. All questions and answers will be available to all invitees to this request for proposal for engineering services.

However, if there is an issue that requires direct contact, please contact Rosemary Hoerning, City Engineering Consultant at (909) 625-9446 or [rhoerning@cityofmontclair.org](mailto:rhoerning@cityofmontclair.org)

Exhibit A – Professional Services Agreement

# REQUEST for PROPOSAL

DESIGN SERVICES FOR THE MILLS AVENUE  
REHABILITATION PROJECT



for:

**CITY OF MONTCLAIR**

Attn: Rosemary Hoering, PE, PLS, MPA  
City Engineering Consultant  
5111 Benito Street  
Montclair, CA 91763



**November 21, 2022**  
**10:00 a.m.**

Prepared by:



2305 Chicago Avenue  
Riverside, California 92507  
( 9 5 1 ) 6 8 0 - 0 4 4 0

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Section A | Project Team

Section B | Project Scope of Work/Work Task Description

Section C | Project Scheduling

Section D | Resource Requirements

Section E | Availability

Section F | Fee Schedule

Section G | Agreement

Section H | Insurance

## Prepared for:



### City of Montclair

5111 Benito Street  
Montclair, CA 91763

**Contact:** Rosemary Hoerning, P.E., P.L.S., M.P.A.  
City Engineering Consultant

**Phone:** (909) 626-8571

**Email:** rhoerning@cityofmontclair.org

## Prepared by:



### TKE Engineering, Inc.

2305 Chicago Avenue  
Riverside, CA 92507

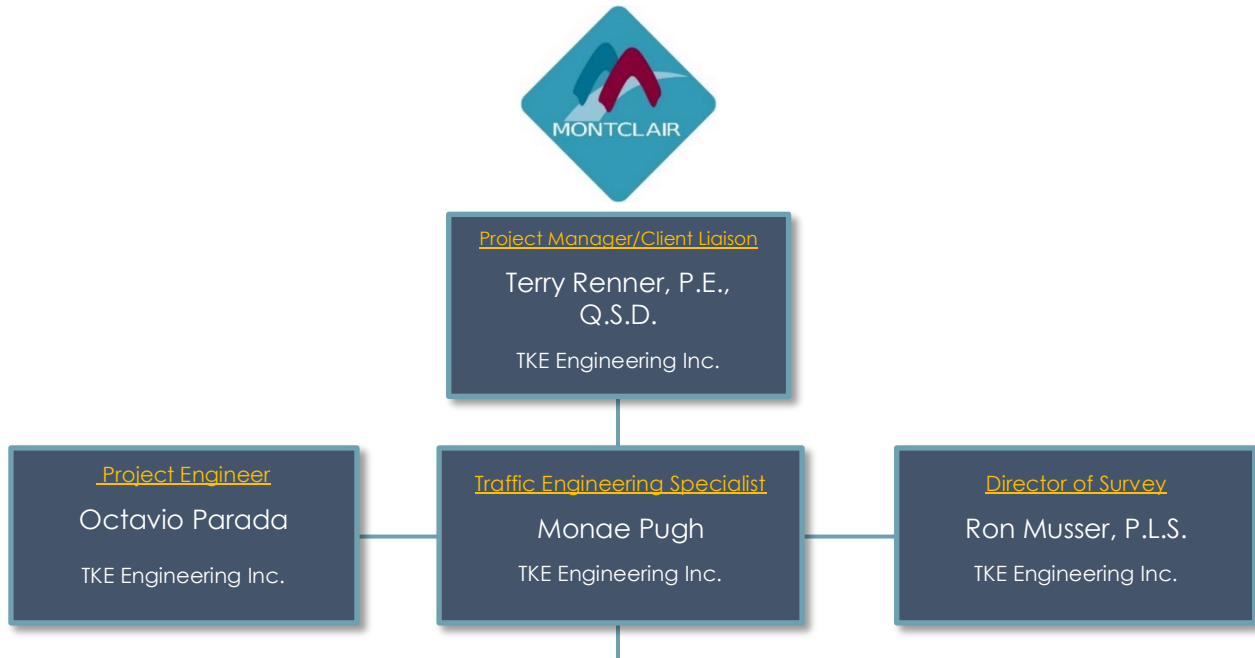
**Contact:** Terry Renner, P.E., Q.S.D.  
Senior Vice President

**Phone:** (951) 680-0440

**E-mail:** [trenner@tkeengineering.com](mailto:trenner@tkeengineering.com)

# SECTION A | PROJECT TEAM

## 1. ORGANIZATIONAL CHART



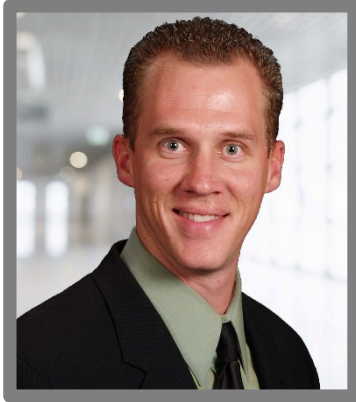
### SUPPORT TEAM

(40+ Members)

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<p><b>Michael P. Thornton P.E., P.L.S.</b>   <i>President</i></p> <p><b>Steve Ledbetter, P.E.</b>   <i>Vice President</i></p> <p><b>Michelle Arellano, P.E.</b>   <i>Senior Plan Check Engineer</i></p> <p><b>Brett Enscoe</b>   <i>Survey Party Chief</i></p> <p><b>Mycal Balta</b>   <i>Survey</i></p> <p><b>Steve Dukett</b>   <i>Managing Director Development Services</i></p> <p><b>Kathleen Robles</b>   <i>Development Project Manager</i></p> <p><b>Patrick Palafox</b>   <i>Senior Public Works Inspector</i></p> <p><b>Brad Enscoe</b>   <i>Senior Public Works Inspector</i></p> <p><b>Stephen Biscotti</b>   <i>Senior Public Works Inspector</i></p> <p><b>Tyler Ault</b>   <i>Senior Public Works Inspector</i></p> <p><b>Jeff Lantosh</b>   <i>Senior Public Works Inspector</i></p> <p><b>Brian McDuffie</b>   <i>Senior Public Works Inspector</i></p> <p><b>Nelson Blackwell</b>   <i>Senior Public Works Inspector</i></p> <p><b>Michael Counce</b>   <i>Senior Public Works Inspector</i></p> <p><b>Aly Janiskee</b>   <i>Marketing Manager</i></p> <p><b>Cynthia Sotelo</b>   <i>Proposal Coordinator</i></p> <p><b>Michelle Sells</b>   <i>Accounting/Office Manager</i></p> <p><b>Tracey McLoughlin</b>   <i>Clerical</i></p> <p><b>Jeannette Barlow</b>   <i>Clerical</i></p>	<p><b>Justin Schlaefli, P.E., T.E., P.T.O.E.</b>   <i>Project Manager</i></p> <p><b>Bob Doss, P.E.</b>   <i>Project Manager</i></p> <p><b>Jennifer Cioffi, P.E.</b>   <i>Project Manager</i></p> <p><b>Steve Nix, P.E., P.L.S.</b>   <i>Senior Engineer</i></p> <p><b>Brian Wolfe, P.E.</b>   <i>Senior Engineer</i></p> <p><b>Marvin Lara, EIT</b>   <i>Associate Engineer</i></p> <p><b>Travis Bradshaw</b>   <i>Associate Engineer</i></p> <p><b>Shelby Kelley, EIT</b>   <i>Associate Engineer</i></p> <p><b>Kristine Macalma, EIT</b>   <i>Associate Engineer</i></p> <p><b>Jose Martinez</b>   <i>Associate Engineer</i></p> <p><b>Alex Estepa</b>   <i>Associate Engineer</i></p> <p><b>Jose Hernandez</b>   <i>Associate Engineer</i></p> <p><b>Metehan Gumustekin</b>   <i>Associate Engineer</i></p> <p><b>Chance Renner</b>   <i>Assistant Engineer</i></p> <p><b>Brian Chu</b>   <i>Engineering Technician</i></p> <p><b>Jayden Renner</b>   <i>Assistant Engineer</i></p> <p><b>Nyesha Burnatte</b>   <i>Engineering Technician</i></p> <p><b>Daniel Melero</b>   <i>Assistant Engineer</i></p> <p><b>Emmanuel Perez</b>   <i>Assistant Engineer</i></p> <p><b>Deana Vilches</b>   <i>Clerical</i></p>
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## 2 . RESUMES



**TERRY RENNER,**  
**P.E., Q.S.D.**  
TKE Engineering, Inc.

### EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

### REGISTRATIONS

P.E. License Number 69984 (CA)  
Qualified SWPPP Developer and Practitioner #24329

### CERTIFICATIONS

Caltrans SWPPP Certified QSP/QSD Training

PM-10

### AFFILIATIONS

American Public Works Association  
American Council of Engineering Companies of California

Mr. Renner is the Senior Vice President of TKE and has 22 years of experience in civil engineering infrastructure projects, including street, pavement rehabilitation strategies, pavement deterioration analysis, roundabouts, transportation improvements, traffic signal improvements, drainage improvements, sewer and water improvements, facilities improvements and recreation improvements. He has managed numerous projects and has delivered projects for San Bernardino and Riverside Counties as well as Cities of Azusa, Upland, Glendora, Coachella, Fontana, Hesperia, Riverside, Redlands, Rialto, Calimesa, Colton, El Monte, Moreno Valley and Corona. As a project manager, Mr. Renner has been responsible for field analysis of pavement deterioration, design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

### DETAILED PROJECT EXPERIENCE

- **Calimesa Citywide Pavement Rehabilitation Project, City of Calimesa, CA-** Mr. Renner was the project manager for design of pavement rehabilitation for 12 residential and arterial streets throughout the City of Calimesa. The project included more than 400,000 square feet of full depth removal and replacement, grind and overlay along with replacement of damaged cross gutters, spandrels, curb, driveways and curb access ramps.
- **CDBG Citywide Pavement Rehabilitation Project, City of El Monte, CA-** Mr. Renner was the project manager for design of pavement rehabilitation of residential, local, collector and arterial streets throughout the City of El Monte. The project included more than 480,000 square feet of Asphalt-Rubber Cape Seal and 560,000 square feet of Type II Rubberized Emulsion Aggregate Slurry Seal.
- **Sierra Avenue Widening Project, City of Fontana, CA -** Mr. Renner provides project and construction management services to the City of Fontana for the Sierra Avenue Widening Project. The project is approximately 1 mile of widening for the City's primary north south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. He is currently responsible for management of utility coordination, right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. While providing these services to the City, Mr. Renner has represented the City with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.

- **County Line Road Transportation Corridor (LPP) – County Line Road, City of Calimesa, CA** - Mr. Renner was the principal in charge for design of the SB1 State grant funded project for the street widening and roundabout improvements on County Line Road. The Project includes four (4) single-lane and one (1) multi-lane roundabout, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.
- **ATP Cycle 3 Safe Routes to School – Safe Routes to School Pedestrian Improvements Project, City of Fontana, CA** - Mr. Renner was the project manager for design of the Active Transportation Program, Cycle 3 project. This project consisted of the preparation plans, technical specifications, construction cost estimates (PS&E) and construction support services for 7,700 linear foot ADA and pedestrian enhancement project. The project includes the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, traffic signal modifications, utility relocations, private improvement restoration and signing and striping. TKE is coordinating with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction
- **ATP Cycle 2 Safe Routes to School – Fontana Avenue and Arrow Boulevard Project, City of Fontana, CA** - Mr. Renner was the project manager for design of the Active Transportation Program, Cycle 2 project. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **Santa Anita Avenue and Garvey Avenue Traffic Signal Improvements, City of El Monte, CA** – Mr. Renner was the Project Manager for the Santa Anita Avenue and Garvey Avenue Traffic Signal Improvements Project is located in the City of El Monte south of Interstate 10 Freeway. The proposed improvements included preparation of a traffic study, including existing traffic counts to determine if a left turn phase for north and southbound Santa Anita Avenue were necessary. The signal improvements included modification of the existing signal to include the addition of left turn phase and signal head equipment. Services included design, survey, preliminary and engineering report.



## OCTAVIO PARADA

TKE Engineering, Inc.

### EDUCATION

Bachelors of Science (B.S),  
Autonomous University of Baja  
California, Mexico (UABC)

### CERTIFICATIONS

Certificate (1996),  
Traffic Engineering for highways,  
Secretary of Transport and  
Communication (SCT-Mexico)

Certificate (2007),  
CAD Pilot Boot Camp  
for Civil 3D,  
CVIS

Mr. Parada has over 24 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Octavio has accumulated extensive experience in planning, designing and project completion for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, drainage improvements, grading plans and computerized system modeling for drainage master plans. Finally, Octavio has worked in the private sector for commercial and industrial development as technical director managing projects from the conceptual stage, through planning, designing, bidding, construction, and project completion under project specifications and exceeding client expectations.

### DETAILED PROJECT EXPERIENCE

- **Calimesa Citywide Pavement Rehabilitation Project, City of Calimesa, CA** – Mr. Parada was the project engineer for design of pavement rehabilitation for 12 residential and arterial streets throughout the City of Calimesa. The project included more than 400,000 square feet of full depth removal and replacement, grind and overlay along with replacement of damaged cross gutters, spandrels, curb, driveways and curb access ramps.
- **CDBG Citywide Pavement Rehabilitation Project, City of El Monte, CA** – Mr. Parada was the project engineer for design of pavement rehabilitation of residential, local, collector and arterial streets throughout the City of El Monte. The project included more than 480,000 square feet of Asphalt-Rubber Cape Seal and 560,000 square feet of Type II Rubberized Emulsion Aggregate Slurry Seal.
- **County Line Road Transportation Corridor (LPP) – County Line Road, City of Calimesa, CA** - Mr. Parada was the project manager for design of the SB1 State grant funded project for the street widening and roundabout improvements on County Line Road. The Project includes four (4) single-lane and one (1) multi-lane roundabout, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.
- **ATP Cycle 3 Safe Routes to School – Safe Routes to School Pedestrian Improvements Project, City of Fontana, CA** - Mr.

Parada was the project engineer for design of the Active Transportation Program, Cycle 3 project. This project consisted of the preparation plans, technical specifications, construction cost estimates (PS&E) and construction support services for 7,700 linear foot ADA and pedestrian enhancement project. The project includes the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, traffic signal modifications, utility relocations, private improvement restoration and signing and striping. TKE is coordinating with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.

- **ATP Cycle 2 Safe Routes to School – Fontana Avenue and Arrow Boulevard Project, City of Fontana, CA** - Mr. Parada was the project engineer for design of the Active Transportation Program, Cycle 2 project. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **San Bernardino Avenue Street Improvements, City of Fontana, CA** – Mr. Parada Assisted in the design and preparation of approximately 8,800 linear feet of street median, sidewalk and storm drain improvements along San Bernardino Avenue. The project which is located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway from Commerce Drive to Cherry Avenue. The proposed median and sidewalk improvements minimize turning movements providing for increased vehicular capacity, corridor beautification, and improved traffic and pedestrian safety. The project contemplated utility and railroad coordination for the relocation and adjustment of various utility improvements (i.e., power poles, meters, vaults, etc.) and the railroad crossing upgrade; Preparation of legal descriptions, right-of-way acquisition plats, temporary construction easement plats.
- **Foothill Boulevard Median and Traffic Signal Improvements, City of Fontana, CA** – Mr. Parada Assisted in the design and preparation of 1,300 linear feet of median, traffic signal modification, and street widening improvements. The project is between Sierra Avenue and Mango Avenue. Project components included construction of ultimate street widening, median, curb and gutter, sidewalk, traffic signal modification, median landscaping and lighting, striping, and onsite private improvements. The project was a federally funded project (HSIP) which was administered through Caltrans Local Assistance.
- **Foothill Boulevard Median and Traffic Signal Improvements, City of Fontana, Phase II, CA** – Mr. Parada



Assisted in the design and preparation of 1,900 linear feet of median, traffic signal installation, and street widening improvements. The project is between Oleander Avenue and Juniper Avenue. Project components included construction of ultimate street widening, median, curb and gutter, sidewalk, traffic signal installation, median landscaping and lighting, striping, and onsite private improvements. The project was a federally funded project (HSIP) which was administered through Caltrans Local Assistance.



## MONAE PUGH

TKE Engineering Inc.

### EDUCATION

UC Berkley Institute of Transportation Engineers

### AFFILIATIONS

Institute of Transportation Engineers

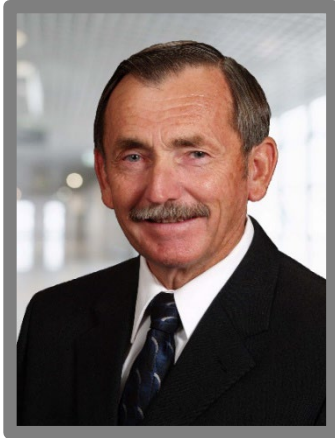
Ms. Pugh has over 32 years of Municipal and Public Agency engineering experience with a wide range of responsibilities and projects emphasizing the discipline of Transportation and Traffic Engineering. Her most recent experience includes management of both Land Development and Traffic Engineering Departments for the City of Fontana. Prior experience includes over 16 years in the County of Riverside Traffic Engineering Department. Ms. Pugh has actively pursued continuing education throughout her career through U.C. Berkley extension courses offered by the Institute of Transportation Studies and couples this with functional engineering experience. She is a Certified Grant Writer through Cal State San Bernardino Certification Program and has secured multiple Transportation grants for a wide variety of infrastructure projects.

### DETAILED PROJECT EXPERIENCE

- County Line Road Transportation Corridor (LPP) – County Line Road, City of Calimesa, CA** - Ms. Pugh was the Traffic Specialist for design of the SB1 State grant funded project for the street widening and roundabout improvements on County Line Road. The Project includes four (4) single-lane and one (1) multi-lane roundabout, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.
- ATP Cycle 3 Safe Routes to School – Safe Routes to School Pedestrian Improvements Project, City of Fontana, CA** - Ms. Pugh was the Traffic Specialist for design of the Active Transportation Program, Cycle 3 project. This project consisted of the preparation plans, technical specifications, construction cost estimates (PS&E) and construction support services for 7,700 linear foot ADA and pedestrian enhancement project. The project includes the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, traffic signal modifications, utility relocations, private improvement restoration and signing and striping. TKE is coordinating with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- Durfee Avenue and Thienes Avenue Traffic Signal Modification Improvements, City of South El Monte, CA** – Ms. Pugh was the Traffic Specialist for the Durfee Avenue and Thienes Avenue Traffic Signal Modification Improvements Project located in the City of South El Monte north of State Route 60 Freeway. The proposed improvements included preparation of traffic analysis, environmental documents, utility coordination and construction documents. The signal improvements included modification of the existing signal to include the addition of protected left turn phasing for Durfee Avenue and signal and pedestrian head equipment. The project was a federally

funded project (HSIP) which was administered through Caltrans Local Assistance.

- **Santa Anita Avenue and Garvey Avenue Traffic Signal Improvements, City of El Monte, CA** – Ms. Pugh was the Traffic Specialist for the Santa Anita Avenue and Garvey Avenue Traffic Signal Improvements Project is located in the City of El Monte south of Interstate 10 Freeway. The proposed improvements included preparation of a traffic study, including existing traffic counts to determine if a left turn phase for north and southbound Santa Anita Avenue were necessary. The signal improvements included modification of the existing signal to include the addition of left turn phase and signal head equipment. Services included design, survey, preliminary and engineering report.
- **City of Hesperia Traffic Engineering - 2016 – Present** – Ms. Pugh provides on-call traffic engineering services to the City. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis. While providing these services to the City, Ms. Pugh has represented the City with other agencies, consultants and developers at numerous meeting, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.
- **City of Calimesa Traffic Engineering - 2013 – Present** – Ms. Pugh provide on-call traffic engineering services to the City. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis. While providing these services to the City, Ms. Pugh has represented the City with other agencies, consultants and developers at numerous meeting, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.
- **City of Wildomar Traffic Engineering - 2015 – Present** – Ms. Pugh provides on-call traffic engineering services to the City. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis. While providing these services to the City, Ms. Pugh has represented the City with other agencies, consultants and developers at numerous meeting, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.



## RON MUSSER, P.L.S.

TKE Engineering, Inc.

### REGISTRATIONS

P.L.S. License Number 4230 (CA)

Mr. Musser has over 52 years of experience in performing field and office surveying services for public and private projects including roadway and highway projects. Prior to joining TKE Engineering, Inc., Mr. Musser worked as a Partner in an engineering and surveying firm and supervised the mapping department providing mapping and calculations support for the firm's projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects over the past 10 years. In addition, he has prepared records of survey, parcel maps and tract maps in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys.

### PROJECT EXPERIENCE

#### Municipal Experience

- **City of Calimesa, CA** – On-Call Survey and Map Checking Services
- **City of Hesperia, CA** – On-Call Survey and Map Checking Services
- **City of Upland, CA** – On-Call Survey and Map Checking Services
- **City of Wildomar, CA** – On-Call Survey and Map Checking Services

### DETAILED PROJECT EXPERIENCE

- **Arrow Highway Pavement Rehabilitation, City of Upland, CA** – Ron is providing survey support for this project, which provides for pavement rehabilitation, water and sewer line installation along Arrow Highway between San Antonio Avenue and 8th Avenue.
- **Arrow Route Improvements, City of Upland, CA** – Mr. Musser is Project Surveyor for this mile long widening of Arrow Route between Monte Vista Avenue and Central Avenue. This project involves coordination with US Army Corps of Engineers, San Bernardino County Flood Control, and compliance with requirements of a wide variety of permit requirements.
- **Fontana Campus Parking Improvements, City of Fontana, CA** – Mr. Musser provided topographic design survey, easement document preparation and construction staking services for the design and reconstruction of three major parking areas across the 26-acre City Hall site to create additional parking space for City Staff, Police and visitors of the civic center area. The project included complete parking lot redevelopment, relocation of existing storm drains lines and catch basins, pedestrian and vehicular access to all buildings within the civic center area and themed landscaping and lighting scenarios. The project provided

more than 200 additional parking spaces and increase parking lot efficiency.

- **Foothill Boulevard Median and Traffic Signal Improvements, City of Fontana, CA** – Mr. Musser was the Project Surveyor for these 1,300 linear feet of median, traffic signal modification, and street widening improvements. Mr. Musser provided all topographic design surveying and construction staking for construction of the project between Sierra Avenue and Mango Avenue. Project components included construction of ultimate street widening, median, curb and gutter, sidewalk, traffic signals, striping, and onsite private improvements.
- **Foothill Boulevard Street Improvements, City of Fontana, CA** – Mr. Musser was the Project Surveyor for these 11,800 linear feet of street widening, sewer and storm drain improvements, bike lane extension and median improvements. The project was separated into two phases from East Avenue to Cherry Avenue and from Cherry Avenue to Hemlock Avenue. Mr. Musser provided all topographic design surveying and construction staking for the construction of ultimate street widening, median, curb and gutter, sidewalk, traffic signals, striping, and onsite private improvements. In addition, Mr. Musser prepared legals, plats and grant deeds for more than twenty right-of-way acquisitions.
- **San Bernardino Avenue Street Improvements, County of San Bernardino, CA** – Mr. Musser was the Project Surveyor for these 8,800 Linear feet of street median, sidewalk, and storm drain improvements. Mr. Musser provided all topographic design surveying and construction staking for construction of ultimate street widening improvements including median, curb and gutter, sidewalk, landscaping, traffic signal modification, striping, storm drain and sewer crossings and private onsite improvements. In addition, Mr. Musser prepared legals, plats and grant deeds for right-of-way acquisition on eight parcels.

### 3. SIMILAR PROJECTS



## FOOTHILL BOULEVARD REHABILITATION PROJECT

*City of Azusa, CA*

**Client Contact:** Robert Delgadillo  
**Phone Number:** (626) 812-5248  
**Email:** rdelgadillo@azusaca.gov  
**Project Cost:** \$1.7 Million  
**Completion Date:** January 2023

#### DESCRIPTION

TKE prepared design of pavement rehabilitation and landscape median improvement for approximately 4,500 linear feet along Historic Route 66 – Foothill Boulevard from Orange Avenue to Alosta Avenue. The project included various pavement rehabilitation strategies and also included improvements to sidewalks, curb ramps, driveways, bus stops, etcetera as may be required. In addition, the added reach also includes landscape modifications of one additional median island.

#### SERVICES

Services include design, topographic survey, pavement rehabilitation strategy, cost estimates, project specifications and drought tolerant landscape conversion.

#### KEY STAFF

Terry Renner, P.E., Q.S.D.  
 Octavio Parada  
 Ron Musser, L.S.  
 Monae Pugh

#### RELEVANCE TO THE CITY OF MONTCLAIR

- Rehabilitation for Major Roadway
- Pavement Rehabilitation Project
- Landscape Conversion Project
- Striping Project
- Ramp and Sidewalk Construction Project
- Various Pavement Strategies
- Community Outreach Efforts



## COUNTY LINE ROAD TRANSPORTATION CORRIDOR (LPP)

City of Calimesa, CA

**Client Contact:** Bonnie Johnson  
**Phone Number:** (909) 795-9801  
**Email:** bjohnson@cityofcalimesa.com  
**Project Cost:** \$10.1 Million  
 (\$3.7 Million Grant)  
**Completion Date:** August 2021

### DESCRIPTION

TKE prepared and obtained a grant for the City of Calimesa through the Road Repair and Accountability Act of 2017 (SB1) Local Partnership Program (LPP). TKE is preparing street widening and roundabout improvements for the construction of the County Line Road Transportation Corridor. The Project includes four (4) single-lane and one (1) multi-lane roundabouts, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.

### SERVICES

Services include grant coordination and management, design, topographic survey, right-of-way engineering, environmental assistance, roadway safety analysis, preparation of exhibits, cost estimates, coordination with California Transportation Commission, construction management, inspection, and construction staking

### KEY STAFF

Michael P. Thornton, P.E., L.S.  
 Terry Renner, P.E., Q.S.D.  
 Steven Ledbetter, P.E.  
 Justin Schlaefli, P.E., T.E., P.T.O.E.  
 Octavio Parada  
 Ron Musser, L.S.  
 Monae Pugh

### RELEVANCE TO THE CITY OF MONTCLAIR

- LPP State Grant Funded Project
- Design of 4 Roundabouts
- Right-of-Way Acquisition
- Extensive Utility Relocations
- Major Arterial Reconstruction
- Various Pavement Strategies
- Extensive Utility Coordination and Permitting
- Community Outreach Efforts



## CALIMESA CITYWIDE PAVEMENT REHABILITATION PROJECT

*City of Calimesa, CA*

**Client Contact:** Bonnie Johnson  
**Phone Number:** (909) 795-9801  
**Email:** bjohnson@cityofcalimesa.com  
**Project Cost:** \$1.9 Million  
**Completion Date:** November 2022

### DESCRIPTION

The citywide pavement rehabilitation project included various pavement rehabilitation strategies for 12 residential and arterial streets throughout the City of Calimesa. The project included more than 400,000 square feet of full depth removal and replacement, grind and overlay along with replacement of damaged cross gutters, spandrels, curb, driveways and curb access ramps. The project also included coordination with Caltrans to obtain a permit for construction within the State right-of-way for repaving the Sandalwood overcrossing of the Interstate 10 Freeway.

### SERVICES

Services included ARPA funding administration, design, topographic surveying, pavement rehabilitation strategy, utility coordination, plans, specifications and estimate preparation and Caltrans permitting.

### KEY STAFF

Terry Renner, P.E., Q.S.D.  
 Octavio Parada  
 Ron Musser, L.S.

### RELEVANCE TO THE CITY OF MONTCLAIR

- Caltrans Permitting
- Pavement Rehabilitation for Major Roadway
- Residential Pavement Rehabilitation Project
- Striping Project
- PCC Improvement Reconstruction
- Various Pavement Strategies
- Community Outreach Efforts



## SECTION B | PROJECT SCOPE OF WORK/WORK TASK DESCRIPTION

### 1. SCOPE OF WORK

TKE will provide design services in three progressive phases, 60% Level Completion, 90% Level Completion, and 100% Level Completion. TKE's scope of services is presented in the following paragraphs:

#### TASK NO. 1 INITIAL 'KICK OFF' MEETING

Prior to commencement of services, we propose to meet City staff to review project obligations and to discuss all project requirements in detail. TKE's Project Manager will attend the meeting to determine project protocol and obtain City record drawings for the facility and City's standard title block.

#### TASK NO. 2 RECORDS RESEARCH

We will thoroughly research existing record drawings and acquire copies of all available records. The purpose of the records research is to assemble survey records to establish locations of street centerlines, street rights-of-way, and easements and determine locations of all existing utilities and improvements. The research will consist of assembling copies of assessors' maps, tract maps, parcel maps, easement documents, monument ties, benchmark data, corner records, street improvement plans, and record drawings. We will acquire copies of available pertinent City records, such as survey ties, benchmarks, and street, sewer, storm drain and/or water improvement plans.

#### TASK NO. 3 DESIGN SURVEYING

We propose to use conventional surveying to prepare the base construction drawings. Our field survey crew will locate existing street centerline monuments utilizing survey control data.

The crew will measure the horizontal angle, horizontal distance, and vertical elevation difference between each survey monument. We will complete a traverse for each survey to ensure closure.

Our crews will set 100-foot stationing along street centerlines and measure existing topography as needed to provide sufficient level of detail for precise design of ramps and identification of damaged PCC improvements. Elevations will be tied to existing City benchmarks. We will collect appropriate detail as required including edge of pavement, driveways, curbs, gutters, cross gutters, walkways, sidewalks, fire

hydrants, water valves, manholes, water meters, trees, signs, street lights, power poles, and all other visible features

#### TASK NO. 4 FIELD RECONNAISSANCE

TKE will perform field reconnaissance to collect appropriate detail as required to identify existing improvements and existing areas of reconstruction. Data collected from the field reconnaissance will be used to identify and prepare the limits of removals and appropriate pavement rehabilitation strategies.

#### TASK NO. 5 BASE CONSTRUCTION DRAWINGS

We will prepare the base construction drawings on 24" by 36" sheets with the City's standard title block using AutoCAD 2020 software, at a drawing scale of 1"=40'. The base construction drawings will include a plan view based on survey data and the accumulated field reconnaissance data. We will add the sheet north arrow, graphic scale, existing improvements, property lines, public right-of-way, easement areas, assessor parcel numbers, street centerline, street names, water service locations, sewer manhole lids and water valve lids, cross gutters, driveways, traffic stripes and legends, curb returns, and utilities to the drawings.

#### TASK NO. 6 60% DESIGN

60% Design will include preparation of preliminary construction drawings, specifications and estimates.

Construction drawings will show proposed striping and landscape improvements including locations of proposed PCC hardscape removal and replacement limits and ADA ramp construction areas determined by TKE's field survey of the project limits. Proposed improvements will be designed in accordance with the City's current street design standards and will be designed in accordance with the City's current approved capital improvements budget.

For the drawings, it is estimated that we will prepare the following sheets:

- Title Sheet
- Construction Notes Sheet
- (4) PCC Improvement Sheets
- (6) Signing and Striping Sheets
- Landscape and Irrigation Sheets
- (2) ADA Ramp Detail Sheets

The title sheet shall include the title of the job, a vicinity map showing the City in relationship to surrounding communities, a location map showing the project limits, a list of abbreviations used, benchmark data, general notes, construction notes and

quantities, an index for the drawings, list of utilities with phone numbers, and references on the City's standard title block

The construction note sheet will show general construction notes and project specific requirements.

Plan sheets will show proposed PCC improvements at 1"=40' scale including replacement of curb and gutter, sidewalk, ADA access ramps, driveways, or spandrels that are damaged, missing, or not in compliance. For any stretch where curbs are to be realigned, TKE will prepare profile sheets to indicate grading requirements for top of curb and flowline elevations.

Landscape and irrigation sheets will include design for the landscaping within the proposed raised median. The sheets will include the point of connection, irrigation layout and planting materials to be installed and shall be in conformance with city standards, specifications, ordinances, regulations and requirements. We will prepare two color conceptual plans for the median renovation. The conceptual exhibits will include two (2) planting palette options and layouts, with corresponding images of each specified plant provided for ease in visualizing the designs. We will participate in one (1) presentation for the City Council or other applicable City Committee to answer questions relating to the design options. A conceptual design budget is included as optional and has not been included with the proposed design budget but can be added if required.

Existing street lighting will be reviewed to determine if spacing and luminaire heights are providing sufficient lighting throughout the project limits. A photometric study will be performed to determine current light output levels along the entire project corridor. After review, we will provide recommendations for all proposed modifications including additional lights, luminaire and head replacements.

The signing and striping sheets will include all required pavement markings, bike lane stripes, vehicular lane stripes and signage in accordance with the MUTCD, California supplement and all other applicable City requirements, for the project limits. The sheets will be prepared at 1"=40' scale and include full geometrical layouts at each intersection.

For the specifications, we will amend the City Standards Technical Provisions as required for the projects. The construction specifications will be prepared in Microsoft Word (2020 Version) format in accordance with City standards and will have sufficient information and/or exhibits to identify the paving rehabilitation requirements.

In addition, we will prepare quantity estimates for all proposed improvements prepared using an excel spreadsheet showing an

itemized construction cost breakdown. Descriptions of work, unit prices, and quantities will be included in the spreadsheet.

#### TASK NO. 7 60% DESIGN REVIEW MEETING

After the City has completed its review, we will meet with City staff to acquire Staff's comments.

#### TASK NO. 8 CONSERVATION DISTRICT COORDINATION

After 65% design is complete, TKE will coordinate with conservation district to determine any additional requirements for median planting, irrigation and maintenance.

#### TASK NO. 9 90% DESIGN

90% design will include incorporation of City comments, final PCC and striping improvement design and pavement rehabilitation specifications.

We will verify that the project will comply with ADA design requirements and that adequate drainage will be achieved. 90% Design will be submitted with a project summary memorandum together with updated project specifications and estimates.

#### TASK NO. 10 90% DESIGN REVIEW MEETING

After the City has completed its review, we will meet with City staff to acquire Staff's comments.

#### TASK NO. 11 100% DESIGN

100% design will include incorporation of City comments, final plans, specifications and estimates, ready for public bidding. Final documents will include mylars with signatures and electronic copies of final documents

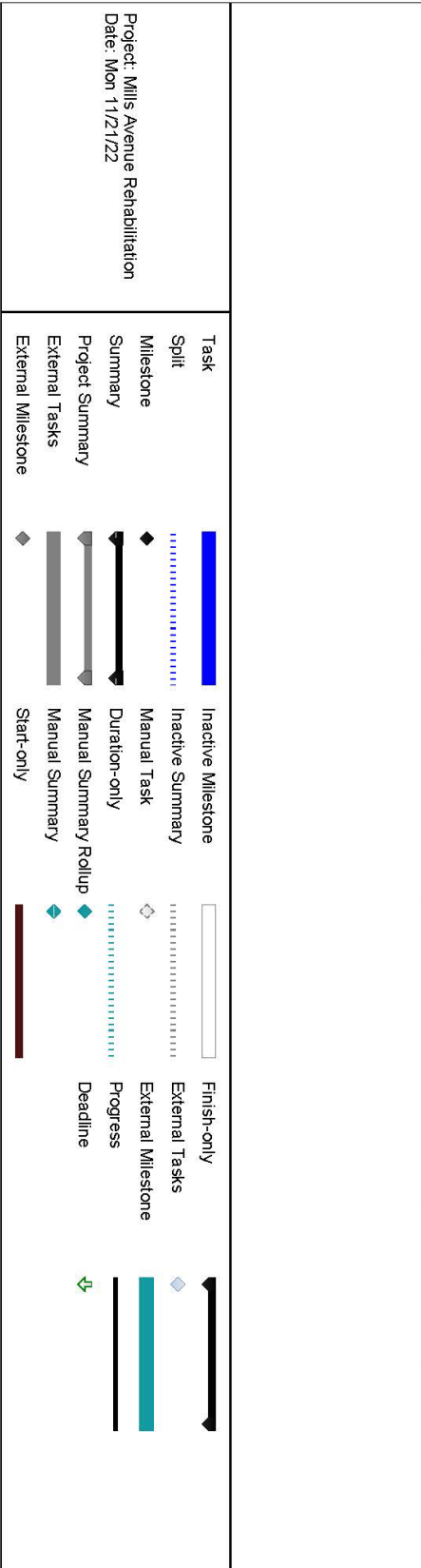
#### SCHEDULE

TKE will provide the 60% Design submittal within 65 calendar days or as required by the City. TKE is committed to meeting the City's desired schedule for the project and will be able to complete all design service as required by the City.

# SECTION C | PROJECT SCHEDULING

City of Montclair  
Mills Avenue Rehabilitation Project  
Project Design Schedule

ID	Task Name	Duration	Start	Finish
1	Initial "Kick Off" Meeting	0 days	Mon 1/16/23	Mon 1/16/23
2	Records Research	20 days	Mon 1/16/23	Fri 2/10/23
3	Design Surveying	5 days	Mon 1/23/23	Fri 1/27/23
4	Filed Reconnaissance	5 days	Mon 1/30/23	Fri 2/3/23
5	Base Construction Drawings	15 days	Mon 2/6/23	Fri 2/24/23
6	60% Design	20 days	Mon 2/27/23	Fri 3/24/23
7	60% Design Review Meeting	0 days	Fri 4/14/23	Fri 4/14/23
8	Caltrans Permitting	45 days	Mon 3/27/23	Fri 5/26/23
9	90% Design	15 days	Mon 4/17/23	Fri 5/5/23
10	90% Design Review Meeting	0 days	Fri 5/26/23	Fri 5/26/23
11	100% Design	5 days	Mon 5/29/23	Fri 6/2/23



Project: Mills Avenue Rehabilitation  
Date: Mon 11/21/22

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone Summary		Manual Task		External Milestone	
Project Summary		Duration-only		Progress	
External Tasks		Manual Summary Rollup		Deadline	
External Milestone		Manual Summary			
		Start-only			



SECTION D | RESOURCE REQUIREMENTS

**City of Montclair**  
Engineering Design Services for Mills Avenue Rehabilitation Project

Resource Allocation Matrix

Task No.	Task	Assistant				
		Project Manager Hours	Project Engineer Hours	Engineer/Designer Hours	Clerical Hours	Survey Crew Hours
<b>Schedule I</b>						
1.	Initial "Kick Off" Meeting	4	4	8	2	
2.	Records Research	2	2	8	8	
3.	Design Surveying	2	2			
4.	Field Reconnaissance	8	24	80		64
5.	Base Construction Drawings	4	8	64		
6.	60% Design	12	44	72	24	
7.	60% Design Review Meeting	4	4	4	1	
8.	Caltrans Permitting	4	8	4	4	
9.	90% Design	8	30	56	16	
10.	90% Design Review Meeting	4	4	4	1	
11.	100% Design	4	16	32	8	
	<b>Subtotal:</b>	56	146	316	64	64

TKE Engineering, Inc.



## SECTION E | AVAILABILITY

The proposed team have the availability to perform the services in a timely manner. The designated project manager and project engineer shall remain on the project unless otherwise allowed/requested by the City. TKE's project team including subconsultants have worked together for more than 16 years on hundreds of projects. The continuity of our team will ensure the project will be successfully completed.

SECTION F | FEE SCHEDULE

**City of Montclair**  
Engineering Design Services for Mills Avenue Rehabilitation Project  
Fee Schedule Breakdown

Task No.	Task	Project Manager		Project Engineer		Assistant Engineer/Designer		Clerical		Survey Crew		Subconsultants		Total
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	
<b>Schedule I</b>														
1.	Initial "Kick Off" Meeting	4	\$ 660	4	\$ 620	8	\$ 1,080	2	\$ 170	-	\$ -	-	\$ -	\$ 1,450
2.	Records Research	2	\$ 330	2	\$ 310	8	\$ 1,080	8	\$ 680	-	\$ -	-	\$ -	\$ 2,400
3.	Design Surveying	2	\$ 330	2	\$ 310	-	\$ -	-	\$ -	64	\$ 15,360	-	\$ -	\$ 16,000
4.	Field Reconnaissance	8	\$ 1,320	24	\$ 3,720	80	\$ 10,800	-	\$ -	-	\$ -	-	\$ -	\$ 15,840
5.	Base Construction Drawings	4	\$ 660	8	\$ 1,240	64	\$ 8,640	-	\$ -	-	\$ -	-	\$ -	\$ 10,540
6.	60% Design <sup>2),3)</sup>	12	\$ 1,980	44	\$ 6,820	72	\$ 9,720	24	\$ 2,040	-	\$ -	-	\$ -	\$ 22,363
7.	60% Design Review Meeting	4	\$ 660	4	\$ 620	-	\$ -	1	\$ 85	-	\$ -	-	\$ -	\$ 1,365
8.	Conservation District Coordination	4	\$ 660	8	\$ 1,240	4	\$ 540	4	\$ 340	-	\$ -	-	\$ -	\$ 2,780
9.	90% Design <sup>3)</sup>	8	\$ 1,320	30	\$ 4,650	56	\$ 7,560	16	\$ 1,360	-	\$ -	-	\$ -	\$ 23,322
10.	90% Design Review Meeting	4	\$ 660	4	\$ 620	-	\$ -	1	\$ 85	-	\$ -	-	\$ -	\$ 1,365
11.	100% Design <sup>3)</sup>	4	\$ 660	16	\$ 2,480	32	\$ 4,320	8	\$ 680	-	\$ -	-	\$ -	\$ 2,811
	<b>Subtotal:</b>	56	\$ 9,240	146	\$ 22,630	316	\$ 42,660	64	\$ 5,440	64	\$ 15,360	33,605	\$ 128,935	
													<b>Reimbursables (@3%):</b>	\$ 3,868
													<b>Project Total:</b>	\$ 132,803

**Rates:**

Project Manager	\$ 165 /HR
Project Engineer	\$ 155 /HR
Assistant Engineer/Designer	\$ 135 /HR
Clerical	\$ 85 /HR
2-Man Survey Crew	\$ 240 /HR

**Notes:**

- 1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.
- 2.) Electrical Subconsultant Fees for JCA Engineering (Photometric Study)
- 3.) Landscape Architect Subconsultant Fees for CWDG (Landscape and Irrigation)

**TKE Engineering, Inc.**



Design Services for the Mills Avenue Rehabilitation Project  
City of Montclair



## SECTION G | AGREEMENT

TKE is currently performing work with the City and is familiar with the City's requirements.

## SECTION H | INSURANCE

TKE Engineering Inc. is currently working with the City on the Ramona Avenue at Howard Street Project and has current certificates of insurance on file with the City.





*Prepared by:*



**TKE Engineering, Inc.**  
2305 Chicago Ave.  
Riverside, CA, 92507



# CITY COUNCIL AGENDA REPORT

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**DATE:** JANUARY 17, 2023                      **FILE I.D.:** PRK025  
**SECTION:** CONSENT - AGREEMENTS                      **DEPT.:** PUBLIC WORKS  
**ITEM NO.:** 3    **PREPARER:** S. STANTON  
**SUBJECT:** CONSIDER AUTHORIZING A \$139,465 APPROPRIATION FROM 2021 LEASE REVENUE BOND PROCEEDS FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE REEDER RANCH PARK PROJECT

CONSIDER APPROVAL OF AGREEMENT NO. 23-04 WITH EPT DESIGN FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE REEDER RANCH PARK PROJECT, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

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**REASON FOR CONSIDERATION:** Construction administration services are required to construct the new Reeder Ranch Park. The City Council is requested to consider approval of Agreement No. 23-04 with EPT Design for construction administration services for the Reeder Ranch Park Project.

A copy of proposed Agreement No. 23-04 is attached for City Council review and consideration.

**BACKGROUND:** On March 19, 2020, the City was notified of its successful application with the Statewide Park Development and Community Revitalization Program for constructing a new park at the Reeder Ranch. In total, the City received \$5,137,000 in grant funding for the park. The funding is for the design and construction of the new park.

EPT Design is the architect responsible for the design of the Reeder Ranch Park project, including civil engineering, structural, and landscape designs. During construction, the City must stay on top of the construction schedule. Under our funding agreement with the Statewide Park Development and Community Revitalization Program, the Reeder Ranch Park construction is expected to be completed by June 30, 2024. Therefore, the City cannot afford costly construction delays presented by unforeseen design or construction-related changes.

EPT Design will begin by assisting City staff with a complete bid analysis after the bid opening for this project on January 19, 2023. The team will review and evaluate the bids received, followed by a staff report to City Council with a recommendation to award a construction contract to the lowest responsible and responsive bidder. During construction, EPT Design will attend weekly progress meetings and respond to requests for information (RFI's) from the contractor. EPT Design will assist the contractor in preparing meeting minutes, respond to RFI's throughout the construction, and attend site visits as needed. Following the completion of the project, the EPT Design team will prepare a complete set of as-built construction drawings identifying any changes that may have deviated from the original construction design.

**FISCAL IMPACT:** The construction administration services agreement with EPT Design is for a not-to-exceed amount of \$139,465. Proceeds from the 2021 Lease Revenue Bond issue will be used for the construction administration services.

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

1. Authorize a \$139,465 appropriation from 2021 Lease Revenue Bond proceeds for construction administration services for the Reeder Ranch Park Project; and
2. Approve Agreement No. 23-04 with EPT Design for construction administration services for the Reeder Ranch Park Project, subject to any revisions deemed necessary by the City Attorney.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

CONSTRUCTION ADMINISTRATION SERVICES FOR REEDER RANCH PARK

THIS AGREEMENT is made and effective as of January 17, 2023, between the City of Montclair, a municipal corporation ("City") and EPT Design a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on January 18, 2023 and shall remain and continue in effect for a period of 18 months until tasks described herein are completed, but in no event later than July 18, 2024, 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 City Manager 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 City Manager 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 6 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, based upon actual time spent on the above tasks. **This amount shall not exceed**

**\$139,465** 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, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) 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. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

## 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. Contractor 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 Contractor herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct of Contractor, including its subcontractors, employees, agents, and other persons or entities performing work for Contractor.

(b) Contractual Indemnity. To the fullest extent permitted under California law, Contractor 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 Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to Contractor's officers, agents, representative, employees, independent contractors, 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 Contractor, including its subcontractors, employees, agents and other persons or entities performing work for Contractor. Indemnification shall include any claim that Contractor, or Contractor'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. Contractor'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) Subcontractors and Indemnification. Contractor 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 Subcontractor, Sub consultant, or other person or entity involved by, for, with, or on behalf of Contractor in the performance of any aspect of this Agreement. In the event Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible for each and every Subcontractor, Subconsultant 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 Contractor 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. Contractor 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 Contractor or of Contractor’s officers, agents, representatives, employees, independent contractors, subcontractors 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. Contractor 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 Contractor under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Contractor begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Contractor. The indemnity obligations of Contractor 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 Contractor, or for the City to dispute Contractor’s refusal to defend and indemnify City.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Contractor 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 Contractor 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 Contractor expressly waives any statutory immunity under such statutes or laws as to the Indemnified Parties. The Contractor’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 Contractor pursuant to this Agreement.

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



## 10. INSURANCE

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### (a) Types of Required Coverages

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

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$3,000,000 per occurrence, and \$5,000,000 aggregate total bodily injury, personal injury, and property damage.
- (2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$5,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) Professional Liability: Professional Liability insurance with limit of not less than \$3,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

### (b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

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 work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

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

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance, whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement, shall be in excess of, and shall not contribute with, this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

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 work or operations performed by or on behalf of the Contractor.

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

(3) Workers' Compensation

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

(c) Notice of Cancellation

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

(d) Waiver of Subrogation

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Contractor or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

(h) Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance

provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

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

(i) Acceptability of Insurers

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

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors' policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as good as CG 20 38 04 13.

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. Consultant shall be solely responsible and hold the City harmless for all matters relating to the payment of Consultant's employees, including compliance with Social Security withholdings and all other regulations governing such matters.

(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 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.

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 shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* Consultant covenants that neither he/she nor any officer 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. Further, Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Consultant. The Consultant's covenant under this Section shall survive the termination of 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:	Monica Heredia, P.E. City Engineer City of Montclair 5111 Benito Montclair, CA 91763
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To Consultant: EPT Design  
 844 East Green Street, Suite 201  
 Pasadena, CA 91101

17. ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, nor any monies due hereunder, without prior written consent of the City. The City's consent to an assignment of rights under this Agreement shall not release the Contractor from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the Contractor in violation of this Section 17 shall be void and of no legal effect and shall constitute grounds to terminate this Agreement for cause. The Contractor shall not subcontract any performance required under this Agreement without the City's prior written consent.

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. CONTENTS OF REQUEST FOR PROPOSALS

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "A" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. 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. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.

23. 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.

24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

25. CLAIMS AGAINST CITY

Contractor must comply with the claim procedures set forth in Government Code sections 900, *et. seq.*, and/or Montclair Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the City. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

26. 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.

27. NO THIRD PARTY BENEFICIARIES

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

28. COST OF LITIGATION

If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of



costs, expenses and attorneys' fees paid or incurred in good faith.

29. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor 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.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

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

**CITY OF MONTCLAIR**

**CONSULTANT / EPT DESIGN**

By: \_\_\_\_\_  
Javier "John" Dutrey, Mayor

By: \_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_  
Andrea M. Myrick, City Clerk

By: \_\_\_\_\_  
(Title)

Approved as to Form:

By: \_\_\_\_\_  
Diane Robbins, City Attorney

**EXHIBIT A**

17 November 2022

Prepared For:  
Steve Stanton  
**City of Montclair**  
5111 Benito Street  
Montclair, CA 91763

## **Additional Services Request #4 Reeder Ranch Park – Bidding and Construction Administration**

Dear Steve:

We are providing our Add Service Request that includes our scope for services during the Bidding and Construction Administration Phase. This proposal also includes fees from the team's design consultants. The time associated with the project includes the estimated construction schedule as provided by the City of Montclair (13 months). Additional fees may be requested if the project schedule extends further than the 304 working days scheduled.

### I. SCOPE

#### A. Bidding Phase

1. Attend (1) Pre-Bid Walk.
2. Provide responses to bidder's RFIs.
3. Provide (1) bid addenda drawing set.
4. Coordinate with consultants and transmit RFI responses.

#### B. Construction Administration Phase

1. Attend weekly project site meetings. Estimate 60 total.
2. Provide contractor with notes to prepare weekly meeting minutes.
3. RFI and Submittal responses as needed.
4. Field Report as needed, addressing the following:
  - a. Select or Tag plant material at approved nurseries and/or review of photo submittals.
  - b. Review on-site mockups.
  - c. Review of hardscape formwork and installation for quality and workmanship.
  - d. Review of irrigation installation and coverage tests.
  - e. Review and approval of plant material placement.
  - f. Coordination of field changes.
  - g. Inspect installation and prepare a 'punch list' to be complied with prior to the maintenance period. At the end of the maintenance period, EPTDESIGN shall conduct a final inspection and upon finding the project acceptable will recommend acceptance of the landscape installation to the Client.

#### C. Project Close-Out

1. Attend (1) Punch Walk.
2. Attend (1) Final Walk.
3. Provide client with Record Drawings of as-built conditions based on markups of plans provided by the contractor.

II. FEE

EPTDESIGN

Meetings

(60) x 2.5 hours x \$160 =	\$ 24,000
Submittals, RFI Responses, Record Drawings 200 hours x \$160 =	\$ 32,000
Sub-Total	\$ 56,000

Goodale Architecture \$ 44,300

Psomas \$ 22,800

Ecco Engineering \$ 2,000

Consultant Sub-Total \$ 69,100

Consultant Coordination Fee (15%) \$ 10,365

Estimated Reimbursement \$ 4,000

**Total Fee \$139,465**

III. ASSUMPTIONS AND EXCLUSIONS

1. Value engineering that requires updates to the design and drawing documentation.
2. It is assumed that the general contractor will provide weekly meeting minutes that also includes update to the project schedule. EPTDESIGN and the consultant team will provide notes as required for the GC to compile comprehensive meeting minutes.
3. Extra meetings outside the scope outlined above or in the project team proposals may require additional services.

All terms and conditions of the original agreement shall be included as part of this change order except as noted herein. Please provide authorization below.

AUTHORIZATION TO PROCEED:

*BY:*

*Date:*

---

(Client's Authorized Approval Signature)

*Attachments:*

*Appendix A – Consultant fee proposals*

# APPENDIX A

Exhibit A to  
Agreement No. 23-04

EPT Design  
844 E. Green Street  
Pasadena, California 91101

**Attn:**  
Adam Trujillo

November 15, 2022

GOODALE  
ARCHITECTURE  
PLANNING

**Subject:** Reeder Ranch Park / Recreation Center, Office  
CONSTRUCTION ADMINISTRATION SERVICES

Dear Adam,

My thanks for your invitation to propose on these services..

We are assuming, per your email, that the duration of construction will be 9 months. We divide the proposal in 5 parts for clarity and possible discussion: Bidding Phase, Site Visits, Contractor Responses, Record Documents, and Engineering Support.

## **BIDDING PHASE**

We propose the 2 project principals who will be engaged during construction to attend the pre-bid walk:

(2 x 3.5 hours x \$200 = \$1,400)

Estimated time for bid RFI responses:

(10 hours x \$150 = \$1,500)

Bid Addenda Submittal

(10 hours x \$150 = \$1,500)

**BIDDING PHASE TOTAL = \$4,400**

## **SITE VISITS**

We propose to visit the site an average of once every 2 weeks, including the punch list and final walk. We propose that the visiting architect will be Anthony Tam of Tam Studio. Anthony has been a colleague and collaborator with me for over 15 years, and was the continuous on-site architect for Gonzalez Goodale at the RFK schools, the largest project in LAUSD history. Anthony is the founding principal of Tam Studio. His resume is attached.

(9 months x 2 x 3.5 hours x \$200/hr = \$12,600)

**SITE VISIT TOTAL = \$12,600**

## **CONTRACTOR RESPONSES**

I will collaborate with Anthony regarding his site visit observations and manage the contractor submittals and requests for substitutions and requests for information. This will be done at the hourly rate of an Architectural Designer.

(Estimated time: 108 hours x \$150/hr = \$16,200)

**CONTRACTOR RESPONSES TOTAL = \$16,200**

**RECORD DOCUMENTS**

(40 hours x \$150 = \$6,000)

**RECORD DOCUMENTS TOTAL = \$6,000**

**ENGINEERING SUPPORT**

We propose to provide engineering responses during construction for Structural (\$6500 including 4 site visits as required), Mechanical (\$1,000), Plumbing (\$1,000), and Electrical (\$1,000), as follows:  
(SUB-TOTAL = \$9,500)

**ENGINEERING SUPPORT TOTAL = \$9,500**

GOODALE  
ARCHITECTURE  
PLANNING

**TOTAL CONSTRUCTION CONTRACT ADMINISTRATION  
PROPOSAL FOR SERVICES, INCLUDING BIDDING PHASE  
= \$48,700**

**Plus reimbursable expenses: mileage at federal standard rate for 2023,  
and reproduction expenses.**

**Estimate: \$1,000**

If the City and EPT find this proposal acceptable, please sign below.



---

Goodale Architecture Planning

---

EPT Design

**EXHIBIT “A”**  
**SCOPE OF SERVICES – CONSTRUCTION ADMINISTRATION**  
**MONTCLAIR REEDER RANCH PARK**  
**PSOMAS PROJECT NO. 1EPT010300**  
**OCTOBER 27, 2021**

**PROJECT DESCRIPTION**

The City of Montclair wishes to develop existing vacant land to a public City park, adjacent to the historic Reeder Ranch House at 4405 Holt Boulevard. The City intends the project to include a 2,500 square foot building, shade structures, a parking lot, and park amenities for active and passive recreation. The park will be developed with community input. The City intends to promote sustainable design in the development of the vacant land, including stormwater treatment to promote infiltration. Construction of this project is estimated to take nine (9) months.

Plans and specifications for the subject project were prepared by Psomas under contract with EPTDESIGN (see EPTDESIGN contract E20-033, dated October 7, 2020). EPTDESIGN has requested this additional services proposal from Psomas to provide Construction Administration services. Psomas agrees to furnish and perform the following professional services pertinent to the project specifically outlined as follows:

**SCOPE OF WORK**

***Task 1: Bid Support Services***

Bid support services include:

- Attend one (1) pre-bid meeting.
- Respond to discipline specific bidder RFI's.
- Prepare one (1) discipline-specific bid addenda.

***Task 2: Construction Administration Services***

Construction support services include:

- Attend one (1) pre-construction on-site kick-off meeting.
- Respond to discipline specific contractor RFI's (maximum 15 RFIs are assumed).
- Review discipline specific shop drawing submittals (maximum 10 submittals are assumed).
- Attend Contractor/Owner/Construction Manager progress meetings as required to address civil engineering issues; maximum ten (10) meetings during construction.

***Task 3: Project Close-Out***

Services include:

- One (1) punch list walk with Contractor.
- One (1) site visit to review completion of punch list items.
- Prepare discipline specific Record Drawings based on signed and dated blueline set provided by contractor indicating any changes or deviations from the contract documents. The scope does not include field verification of this data.

**SCHEDULE “A”  
FEE SCHEDULE – CONSTRUCTION ADMINISTRATION  
MONTCLAIR REEDER RANCH PARK  
PSOMAS PROJECT NO. 1EPT010300  
OCTOBER 27, 2021**

Architect agrees to pay Consultant as compensation for the professional services described in *Exhibit “A”* in accordance with the following schedule:

**FEE SCHEDULE**

Task 1: Bid Support Services (Fixed Fee)	\$ 3,300
Task 2: Construction Administration Services (Fixed Fee)	\$ 15,000
Task 3: Project Close-Out (Fixed Fee)	\$ 4,500
<b>Subtotal</b>	<b>\$ 22,800</b>
Reimbursables (T&M Allowance)*	\$ 1,000
<b>TOTAL</b>	<b>\$ 23,800</b>

The above-mentioned fee is based on our *Fee Schedule* effective through December 31, 2022. Increases in the *Fee Schedule* will be applied as a percentage increase to all remaining compensation.

\* This item of service will be done on a *Time and Materials* basis. If additional budget is determined necessary to complete the project, Client’s written authorization will be obtained prior to exceeding the budgeted fees. Costs other than time charges are based on usage. Therefore, the costs of blueprints, messenger services, transportation and other specific job-related costs will be charged in accordance with our current fee schedule.



# ECCO Engineering Firm LLC

Consulting Electrical Engineers

## EXTRA SERVICES

ATTENTION: Adam Trujillo EPT design

PROJECT: Reeder Ranch Park

ECCO ROJECT No: EP- 103 By: Vartan

- This is a:
- Request for authorization to proceed with extra services.
  - Confirmation of verbal authorization to proceed with Extra Services.

Description of services

The following added services are for construction administration phase.

1. On -Site kick -off meetings
2. (2) site visit during the construction including punch walk / final walk,
3. Preparing record / as built drawings.

Services Fee Basis:

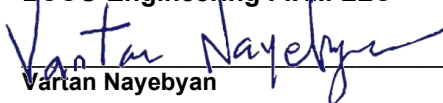
- Lump sum amount.....\$ \_\_\_\_\_
- Time & Material not-to-exceed.....\$ 2,000

Above work is not to proceed until original signed copy of this authorization has been received by ECCO Engineering FIRM.

Above work is in progress or has been completed based on your prior verbal authorization to proceed. Please send a signed copy of this confirmation

back to this office.

ECCO Engineering FIRM LLC

  
Vartan Nayebyan

Date: 10-21-2021

Accepted By:

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

Firm: \_\_\_\_\_



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JANUARY 17, 2023	<b>FILE I.D.:</b>	HSV105
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	HUMAN SVCS.
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 23-05 WITH CIM MANAGEMENT TO PROVIDE SPACE AT MONTCLAIR PLACE FOR THE HUMAN SERVICES DEPARTMENT'S MONTCLAIR WALKERS PROGRAM, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 23-05 with CIM Management to provide space at Montclair Place for the Human Services Department's Montclair Walkers Program, subject to any revisions deemed necessary by the City Attorney.

A copy of proposed Agreement No. 23-05 is attached for review and consideration by the City Council.

**BACKGROUND:** Since 1986, the Human Services Department has coordinated the Montclair Walkers Program through the Montclair Senior Center, which provides a free exercise program for senior citizens. Before the COVID-19 pandemic, the program had over 400 members with 150 members participating at every event. As of March 2020, the Montclair Walkers program was suspended temporarily for the health and safety of the participants. Human Services Department Staff have met with CIM Management and have agreed to resume the program at Montclair Place in 2023.

The Montclair Walkers Program motto is "walking for health and fun." According to the National Council on Aging, exercising regularly can help older adults stay independent. In addition, regular exercise can help older adults prevent health conditions that often come with aging. Exercise, such as walking, can improve cardiovascular health, improve stamina, strengthen lungs, and generally improve physical and mental health. Physicians often recommend their patients join the Montclair Walkers program to help improve their health by exercising in a safe and climate-controlled space at Montclair Place.

In addition to the walking program, some regular participants formed a Choral Group that performs at various places including City events, convalescent hospitals, and even the Los Angeles County Fair. Further, the Montclair Walkers take trips together and many help volunteer in Human Services programs and activities. The Montclair Walkers Program will take place every Monday, Wednesday, and Friday at 10:00 a.m., meeting at Montclair Place near the Canyon for warm-up exercises. The start date of the program will be determined in partnership with CIM Management, expected in the Winter/Spring of 2023.

**FISCAL IMPACT:** There is no direct fiscal impact as a result of approving Agreement No. 23-05; however, the Human Services Department will request budget for the Montclair Walkers Program during the normal budgeting process.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 23-05 with CIM Management to provide space at Montclair Place for the Human Services Department's Montclair Walkers Program, subject to any revisions deemed necessary by the City Attorney.

**EVENT LICENSE AGREEMENT**  
**Montclair**

THIS EVENT LICENSE AGREEMENT (this "Agreement"), is entered into as of January 9, 2023 by and between Licensor and Licensee described below.

1. Basic Provisions. The provisions of this Section 1 summarize certain terms of this Agreement, which are more fully described in the balance of this Agreement.

1.1 LICENSOR: 5060 Montclair Plaza Lane Owner, LLC

Address for Notices:

5060 Montclair Plaza Lane Owner, LLC  
5060 East Montclair Plaza Lane  
Montclair, CA 91763  
Attention: Mary Whelan  
Facsimile: (909) 624-6195

with a copy to:

4700 Wilshire Boulevard  
Los Angeles, CA 90010  
Attention: General Counsel  
Email: [generalcounsel@cimgroup.com](mailto:generalcounsel@cimgroup.com)  
Facsimile: (323) 297-2586

1.2 LICENSEE: City of Montclair  
EIN Number: 95-6005731

Address for Notices:

5111 Benito Street  
Montclair, CA 91763  
Attention: Marcia Richter  
Email: [mrichter@cityofmontclair.org](mailto:mrichter@cityofmontclair.org)  
Facsimile: (909) 621-1584

with a copy to:

5111 Benito Street  
Montclair, CA 91763  
Attention: City Attorney  
Email: [der@robbinsholdaway.com](mailto:der@robbinsholdaway.com)

1.3 PROJECT: Montclair Place, located at 5060 N Montclair Plaza Ln,  
Montclair, CA 91763.

1.4 LICENSE AREA: Warm-Up Exercises: Upper Level, Near The Canyon  
Walking: Perimeter of Upper Level

1.5 EVENT: Mall Walker Program  
Every Mon, Wed and Fri, no holidays  
At 10A

1.6 EVENT FEE: N/A

1.7 EXHIBITS: The following exhibits which are attached hereto and incorporated herein by reference:

Exhibit A – License Area

2. Basic License Terms; Premises; Defined Terms. The Basic Provisions in Section 1 are incorporated into and made a part of this Agreement by this reference. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Basic Provisions.

3. Grant of License. Licensor hereby grants to Licensee a non-assignable, non-exclusive, non-transferable, one-time revocable license to use the License Area solely for the purpose of conducting the Event in the License Area. Licensee will have temporary access to the License Area through the designated entrances and exits to the Project. The license granted hereunder shall be subject and subordinate to (a) all other easements, agreements, rights-of-way, liens, covenants, conditions, or restrictions of any nature now or hereafter affecting the Project or any part thereof and constituting a matter of public record, and (b) all federal, state, county, municipal, or other local governmental statute, law, ordinance, rule, regulation, code, decree, or order, including all decisions of any court that are binding precedents in the State of California.

4. Event Fee. In exchange for the license granted herein, Licensee agrees to pay Licensor the License Fee in accordance with Section 1.6 of Basic Provisions. In the event that the License Fee is not received when due, a late fee in the amount of five percent (5%) of the amount past due will be assessed. It is the intent that such fee qualifies as rents from real property as such term is defined in Section 856(d) of the Internal Revenue Code. Except as set forth in Basic Provisions, Licensee shall be responsible for all costs of the Event, including (without limitation) costs for security guards, janitorial, utilities, damages, special power, table rental, chair rental, set-up fees, décor removal, overtime fees, late fees and canopy rentals.

5. Rights Reserved to Licensor. Licensor hereby reserves the right to use the License Area for any purpose that does not unreasonably interfere with the license granted to Licensee hereunder.

6. Permits and Approvals. Licensee shall, at its sole cost and expense, (a) obtain all consents, permits, licenses and authorizations which may be required by any and all governmental authorities with respect to the Event and (b) at all times cause the use of the License to comply with (i) all laws, ordinances, rules, regulations, code requirements and permits affecting the Project of any part thereof, (ii) all easements, agreements, rights-of-way, liens, covenants, conditions, and other matters of public record affecting the Project or any part thereof, and (iii) the rules and regulations of the Project as determined in Licensor's sole and absolute discretion. All installations and equipment used by Licensee in performing the Event shall be maintained and installed in strict conformity with the requirements of the Board of Fire Underwriters as well as local, state and federal laws, rules and regulations. **LICENSOR DISCLAIMS ANY RESPONSIBILITY FOR THE CALCULATION OF THE MAXIMUM OCCUPANT LOAD FOR THE LICENSE AREA AND LICENSEE ACKNOWLEDGES AND AGREES THAT (I) IT IS LICENSEE'S RESPONSIBILITY TO DETERMINE THE MAXIMUM OCCUPANT LOAD FOR LICENSEE'S INTENDED USE OF THE LICENSE AREA, (II) A SPECIFIC USE PERMIT MAY BE REQUIRED FOR LICENSEE'S INTENDED USE OF THE**

**LICENSE AREA AND IT IS LICENSEE'S RESPONSIBILITY TO DETERMINE WHETHER SUCH A PERMIT IS REQUIRED AND TO OBTAIN SUCH A PERMIT, AND (III) MAXIMUM OCCUPANT LOAD PROVISIONS MAY BE INCLUDED IN ANY SUCH PERMIT. LICENSEE SHALL AT ALL TIMES ENSURE THAT ITS USE OF THE LICENSE AREA COMPLIES WITH THE APPLICABLE MAXIMUM OCCUPANT LOAD FOR THE LICENSE ARE AND LICENSEE ACKNOWLEDGES AND AGREES THAT OCCUPANCY OF THE LICENSE AREA BY MORE THAN THE MAXIMUM OCCUPANT LOAD WILL REPRESENTS A CRIMINAL VIOLATION AND WILL RESULT IN CRIMINAL PROSECUTION OF LICENSEE AND/OR ITS PRINCIPALS OR SHAREHOLDERS. LICENSEE FURTHER AGREES THAT IT WILL ENSURE THAT LICENSEE'S USE OF THE LICENSE AREA DOES NOT INVOLVE THE BLOCKING OR OBSTRUCTION OF ANY EXIT DOORS.**

7. Maintenance and Repair. Licensee shall at all times maintain the License Area in good condition and repair any damage to the License Area caused by Licensee, its employees, agents, contractors, guests and invitees as required by Licensor. If Licensee fails to maintain or repair the License Area as specified herein, Licensor shall have the right to make such repairs at Licensee's sole cost and expense. All sums so paid by Licensor and all costs incidental thereto (including attorney's and other fees and costs) shall be payable to Licensor by Licensee within five (5) days after presentation of invoice by Licensor.

8. Insurance. Licensee shall procure and maintain in full force and effect, at all times during the term of this Agreement, the following insurance through companies rated no less than A- VIII under Best's most recent rating guide:

(a) Commercial General Liability Insurance covering Licensee's operations as set forth in this Agreement with a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Said liability insurance policy shall include (i) a waiver of subrogation for the benefit of Licensor; and (ii) an endorsement using ISO Form CG2026, or its equivalent, to show the following as additional insureds with respect to legal liability or claims caused by, arising out of, or relating to the use, occupancy or maintenance of the License Area, or acts or omissions, work or work products performed on behalf of the named insured:

5060 Montclair Plaza Lane Owner, LLC; CIM Group, LLC, and their officers, directors, employees, divisions, subsidiaries, partners, members, managers, shareholders, affiliated companies and mortgagees/lenders;

and any other entity Licensor may designate as properly named additional insureds.

(b) Worker's Compensation/Employers' Liability Insurance covering all employees of Licensee in performing the services related to the Event for not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease – each employee. Licensee shall require its insurer to issue an endorsement waiving all rights to subrogation against Licensor.

(c) Automobile Liability Insurance, including owned, hired, and non-owned coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

(d) Liquor Liability Insurance, covering the respective party's operations as set forth in this Agreement, is required should any such beverages be sold and/or provided in any manner in connection with the Event with a combined single limit of not less than \$1,000,000 per occurrence.

All policies must contain language requiring insurer to provide those entities referenced above, with a thirty (30) day written notice of cancellation of the policy. It is further agreed that any coverage extended by reason of this Section shall be primary and that any similar insurance maintained by Licensor or the other additional insureds for its and/or their own protection shall be secondary or excess and not contributing insurance.

Licensee hereby waives every claim which arises or may arise in its favor against Licensor during the Term or any extension or renewal thereof for any and all loss or damage covered by any insurance policies carried by Licensee (and any and all loss or damage which would be covered by the insurance policies required to be carried by Licensee pursuant to this Agreement, if Licensee fails to carry all of the insurance as required by this Agreement). Such waiver shall be in addition to, and not in limitation of, any other waiver or release contained in this Agreement with respect to any loss or damage to Licensee's property.

Prior to the Event, and at each policy renewal, Licensee shall provide Licensor with a valid enforceable certificate of insurance with applicable endorsements to note all coverage requirements within this Section.

9. Release; Indemnity. Licensee hereby releases and discharges Licensor, its partners, lender(s) parent and/or subsidiaries and/or affiliates, and their respective officers, directors, shareholders, beneficiaries, agents, servants, employees, and independent contractors (collectively, the "Licensor Parties") from any and all losses, damage, expenses, claims, liability or causes of action of any kind (collectively, "Claims") arising out of or related to the Event or Licensee's access to or use of the Project, except to the extent Claims result from the active negligence or willful misconduct of the Licensor Party seeking release. Licensee shall indemnify, defend (with counsel satisfactory to Licensor) and hold harmless Licensor, and the other Licensor Parties from and against any and all Claims, except to the extent Claims result from the active negligence or willful misconduct of the Licensor Party seeking indemnity.

10. Use. Licensee is using the License Area in its "as-is" condition. Licensor makes no representation or warranty regarding the condition or suitability of the License Area for Licensee's intended use. Licensee shall conduct the Event in a manner that does not interfere with the occupancy or business operations of tenants and other occupants of the Project. Nothing herein shall grant Licensee any right to make any alterations, additions, or improvements to the interior or the exterior of the Project and Licensee shall not make any such alterations, additions, or improvements without first obtaining Licensor's written approval (which may be given or withheld in Licensor's sole discretion). Licensee shall be responsible for all preparations in connection with the Event, including but not limited to any decoration of the License Area. Licensee shall clear all trash and debris from the License Area at the conclusion of the Event and deposit it as directed by Licensor. Licensee shall be responsible for any additional janitorial services.

11. Liens. Licensee shall pay or cause to be paid all costs of labor, services, and materials supplied in the prosecution of any work done on behalf of Licensee in connection with the Event, and Licensee shall keep the Project free and clear of all mechanics' liens and other liens arising out of any work done for Licensee or persons claiming under Licensee. Licensee shall promptly notify Licensor of any claims of lien filed against the Project or the commencement of any action affecting title thereto. If Licensee desires to contest the claim of any mechanics' lien, Licensee must either (i) post a mechanics lien release bond in an amount sufficient to satisfy statutory requirements or (ii) furnish Licensor with adequate security for the amount of the claim plus estimated costs and interest and (iii) promptly pay or cause to be paid all sums awarded to the claimant on its suit.

12. Term. The license granted by this Agreement shall be effective solely for the Event and may be terminated immediately by Licensor if Licensee fails to comply with any obligation of Licensee under this Agreement. The license granted by this Agreement begins at 9A on the Setup Date and ends at 9P on the breakdown Date specified in Section 1.5, at which time Licensee will vacate the Project, without damage thereto, remove all of its equipment and personnel from the Project, and restore the License Area to its condition prior to Licensee's use thereof. If Licensee fails to timely vacate the License Area in the condition required by this Section 13, Licensee be responsible for all cleanup costs incurred by Licensor.

13. Licensee's Independent Contractors. Licensee shall not use independent contractors without Licensor's express prior written consent, which may be granted or withheld in Licensor's sole and absolute discretion. Licensor shall have the right to condition its consent upon payment to Licensor of a surcharge. If Licensee requests Licensor to consent to use any electrical contractors, Licensor shall have the right to require, at Licensee's sole expense, an inspection and approval of any electrical work done by Licensee's electrical contractor.

14. Promotion and Advertising; Entertainment. Licensee will not publicly promote or advertise the Event without Licensor's prior written approval, which may be granted or withheld in Licensor's sole and absolute discretion.

15. Security. Licensee shall arrange for security services as may be required by applicable laws or governmental permits or approvals, and for such security services as may be deemed necessary or appropriate, in Licensor's reasonable business judgment, to provide adequate security for persons and property during Licensee's Event. Licensee shall obtain Licensor's prior written consent, which may be granted or withheld in Licensor's sole and absolute discretion, to use any particular security agency. Any security agency used by Licensee shall be licensed and bonded, and Licensee shall provide Licensor with a true and correct copy of Licensee's security contract with such agency no later than thirty (30) days prior to the Set-Up Date.

16. Limitation of Licensor's Liability. Notwithstanding anything in this Agreement to the contrary, Licensee agrees that it shall look solely to Licensor's equity in the Project for the collection of any judgment (or other judicial process) requiring the payment of money by Licensor in the event of any breach by Licensor with respect to this Agreement, and no other assets of Licensor or the Licensor Parties shall be subject to levy, execution or any procedures for the satisfaction of Licensee's remedies, it being the intention and agreement of the parties to this Agreement that none of Licensor or the other Licensor Parties be personally liable for any deficiency or judgment against Licensor arising out of this Agreement.

17. Assignment. It is expressly agreed that Licensee shall not assign its rights nor delegate its duties under this Agreement without the prior written consent of Licensor, which may withheld in Licensor's sole discretion. Any assignment of rights or delegation of duties by Licensee without the prior written consent of Licensor is void. In the event that Licensor sells or conveys the Project or any interest therein, Licensor may assign this Agreement to its successor, in which event Licensor shall be released from any liability arising after the date of such assignment based upon any of the terms of this Agreement and Licensee agrees to look solely to Licensor's successor thereafter.

18. Cancellation. Licensee acknowledges that Licensor will incur certain costs and/or enter into various commitments related to the Event, and that Licensor will be unable to market the License Area for other uses at the time of the Event. In consideration of the foregoing, Licensee acknowledges that the License Fee shall be fully earned by Licensor and shall be non-refundable to Licensee regardless of whether the Event occurs, unless the Event is cancelled by Licensor. LICENSOR AND LICENSEE AGREE THAT SUCH AMOUNTS CONSTITUTE A FAIR AND REASONABLE ESTIMATE OF THE EXPENSES AND DAMAGES THAT WOULD BE SUFFERED OR INCURRED BY LICENSOR IN THE EVENT OF LICENSEE'S CANCELLATION. BY PLACING HIS, HER OR ITS INITIALS BELOW, LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ AND APPROVED THE TERMS OF THIS SECTION 19 AND THE CORRESPONDING PROVISIONS OF THE BASIC LICENSE TERMS. THE PARTIES ACKNOWLEDGE THAT THE RETENTION OF THE LICENSE FEE IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO LICENSOR PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 IN THE EVENT THAT LICENSEE CANCELS THE EVENT.

19. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible facsimile transmission sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as set forth in the Basic Provisions.

20. Entire Understanding of the Parties. This Agreement embodies the entire understanding of the parties and there are no further or other agreements, written or oral, in effect between the parties, relating to the subject matter hereof. This instrument may be amended or modified only in writing signed by both parties.

21. Governing Law, Entirety of Agreement and Partial Invalidity. This Agreement shall be governed by the laws of the State of California. In the event of any dispute/litigation respecting this Agreement, venue shall only be in Los Angeles, California. If any provision of this Agreement is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

22. Waiver. Waiver by Licensor of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

23. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

24. No Partnership Interest or Estate. It is understood and agreed that nothing herein contained shall be considered as in any way constituting a partnership or joint venture between Licensor and Licensee.



25. Labor Disputes. Licensee shall conduct the Event in such a manner as to avoid any labor dispute that causes or is likely to cause stoppage or impairment of work, deliveries or any other services in the Project. If there shall be any stoppage or impairment as the result of any such labor dispute or potential labor dispute, Licensee shall immediately undertake such action as may be necessary to eliminate such dispute or potential dispute, including, without limitation, (a) removing all disputants until such time as the labor dispute no longer exists, (b) seeking a temporary restraining order and other injunctive relief with regard to illegal union activities or a breach of contract between Licensee and its employees, and (c) filing appropriate unfair labor practice charges.

26. Trademarks, Logos, Service Marks. Subject to the prior approval of Licensor, Licensor hereby grants to Licensee the right to use the trade name Montclair Place ("Licensor Name"), in connection with the Event. Licensee hereby acknowledges that the Licensor Name is the sole and exclusive property of 5060 Montclair Plaza Lane Owner, LLC, and that it does not have the right to utilize the Licensor Name except as specified herein or otherwise approved in writing by Licensor. All printed material utilizing the Licensor Name, including, but not limited to, invitations, advertising or promotional literature prepared by Licensee, will bear the following notice and/or such other legal notices as are requested by Licensor for the protection of Licensor's interest therein: "The name Montclair Place is *the property* of 5060 Montclair Plaza Lane Owner, LLC. Used by permission." Except as authorized herein, Licensee shall be prohibited from using any trademarks, logos, service marks, etc., connected with the Project and/or tenants, sponsors, or licensees. Licensee shall not maintain any signage in the License Area which conflicts or violates any sponsorship, marketing or similar agreement affecting the Project.

27. Non-Discrimination.

(a) There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, acquired immune deficiency syndrome (AIDS) – acquired or perceived retaliation for having filed a discrimination complaint, or marital status in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

(b) Neither Licensee nor any of its affiliates, employees, contractors, subcontractors, or agents shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Licensee and its affiliates, employees, contractors, subcontractors, and agents shall (i) assure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, (ii) take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to, race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex (including, but not limited to, during the activities of: upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship), (iii) comply with the provisions of the California Fair Employment and Housing Act (Section 12900 *et seq.* of the California Government Code) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Chapter 1, Section 7285.0 *et seq.*), but only if and to the extent Licensee and its affiliates, employees, contractors, subcontractors, and agents are required to do so under applicable law, (iv) give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement, (v)

conduct their respective activities in accordance with Title VI of the Civil Rights Act of 1964 and the rules and regulations promulgated thereunder, but only if and to the extent Licensee and its affiliates, employees, contractors, subcontractors, and agents are required to do so under applicable law, and (vi) post in conspicuous places, available to employees and applicants for employment, notices setting forth their respective policies regarding non-discrimination.

28. Confidentiality. It is agreed and understood that Licensee may acknowledge only the existence of the Agreement by and between Licensor and Licensee, and that Licensee may not disclose any of the terms and provisions contained in this Agreement to any other third party. Licensee acknowledges that any breach by Licensee of the agreement set forth in this Section 30 shall cause Licensor irreparable harm. The terms and provisions of this Section shall survive the termination of the Agreement (whether by lapse of time or otherwise).

29. Relocation/Temporary Unavailability of Space. Licensee acknowledges that Licensor may determine, in its sole and absolute discretion, that it is necessary for Licensor to relocate the Event to different premises within the Project. If Licensor determines such relocation is necessary, Licensor will use reasonable efforts to find comparable replacement facilities within the Project in Licensor's reasonable judgment and Licensee shall accept such replacement facilities offered by Licensor. If Licensor is able to relocate Licensee to comparable replacement facilities as contemplated herein, Licensee shall be responsible for the applicable License Fee for such facilities; if Licensor is unable to find comparable replacement facilities within the Project, Licensor shall return to Licensee any amount that Licensor has received and Licensor shall have no further obligation or liability to Licensee, including, without limitation, that Licensor shall not be liable for any damages, including consequential and incidental damages, due to such relocation or cancellation.

30. Non-Exclusive. Licensor shall have the right to hold other events in the vicinity of the License Area, regardless of the nature of the use.

31. OFAC Representation and Warranty. Licensee hereby represents and warrants to Licensor that:

(a) Licensee is a U.S. Person (as defined below). Licensee understands that United States regulations and executive orders, including those administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), prohibit, among other things, engaging in transactions with (including providing services to) certain foreign countries, territories, organizations, entities and individuals. Licensee is not now (and shall not at any time during the term of this Agreement be) an individual, entity of any type, or governmental agency with whom a U.S. Person may not transact business of the type contemplated by this Agreement under any United States law, regulation, order, or list administered by OFAC or otherwise. A "U.S. Person" shall mean any United States citizen, permanent resident alien (i.e., green card holder), entity organized under the laws of the United States or its territories (including foreign branches), or entity having its principal place of business within the United States or any of its territories.

(b) Neither Licensee nor any of its affiliates does business with, sponsors, or provides assistance or support to, the government of, or any person located in, any country, or with any other person, targeted by any of the economic sanctions of the United States administered by OFAC; Licensee is not owned or controlled (within the meaning of the regulations promulgating such sanctions or the laws authorizing such promulgation) by any such government or person; and any payments and/or proceeds received by Licensee under the terms of this Agreement will not be used to fund any operations in, finance any investments or activities in or make any payments to, any country, or to make any payments to any person, targeted by any of such sanctions.

(c) No funds tendered to Licensor by Licensee under the terms of this Agreement are or will be directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws.

(d) Neither Licensee, nor any person controlling, controlled by, or under common control with, Licensee, nor any person having a beneficial interest in Licensee, nor any person for whom Licensee is acting as agent or nominee, nor any person providing funds to Licensee in connection with this Agreement (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; (iii) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws; (iv) is a person or entity that resides or has a place of business in a country or territory which is designated as a Non-Cooperative Country or Territory by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through such a jurisdiction; (v) is a "Foreign Shell Bank" within the meaning of the Patriot Act (i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision); (vi) is a person or entity that resides in, or is organized under the laws of, a jurisdiction designated by the Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns; (vii) is an entity that is designated by the Secretary of the Treasury as warranting such special measures due to money laundering concerns; or (viii) is a person or entity that otherwise appears on any US.-government provided list of known or suspected terrorists or terrorist organizations. For purposes of this representation, the term "Anti-Money Laundering Laws" shall mean all laws, regulations and executive orders, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (3) require identification and documentation of the parties with whom a financial institution conducts business; or (4) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations, and sanctions shall include, without limitation, the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the "Patriot Act"), the Bank Secrecy Act, 31 U.S.C. Section 531 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., the OFAC-administered economic sanctions, and laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

(e) Licensee has reviewed the OFAC website, and conducted such other investigation as it deems necessary or prudent, prior to making these representations and warranties.

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

Licensor: 5060 Montclair Plaza Lane, LLC  
A Delaware limited liability company

By: CIM Management, Inc.  
a California corporation  
its property manager

By: \_\_\_\_\_  
Name: Mary Whelan  
Title: Interim General Manager

Licensee: City of Montclair

By: \_\_\_\_\_  
Name: Javier John Dutrey  
Its: Mayor

ATTEST

By: \_\_\_\_\_  
Name: Andrea M. Myrick  
Its: City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Name: Diane E. Robbins  
Its: City Attorney

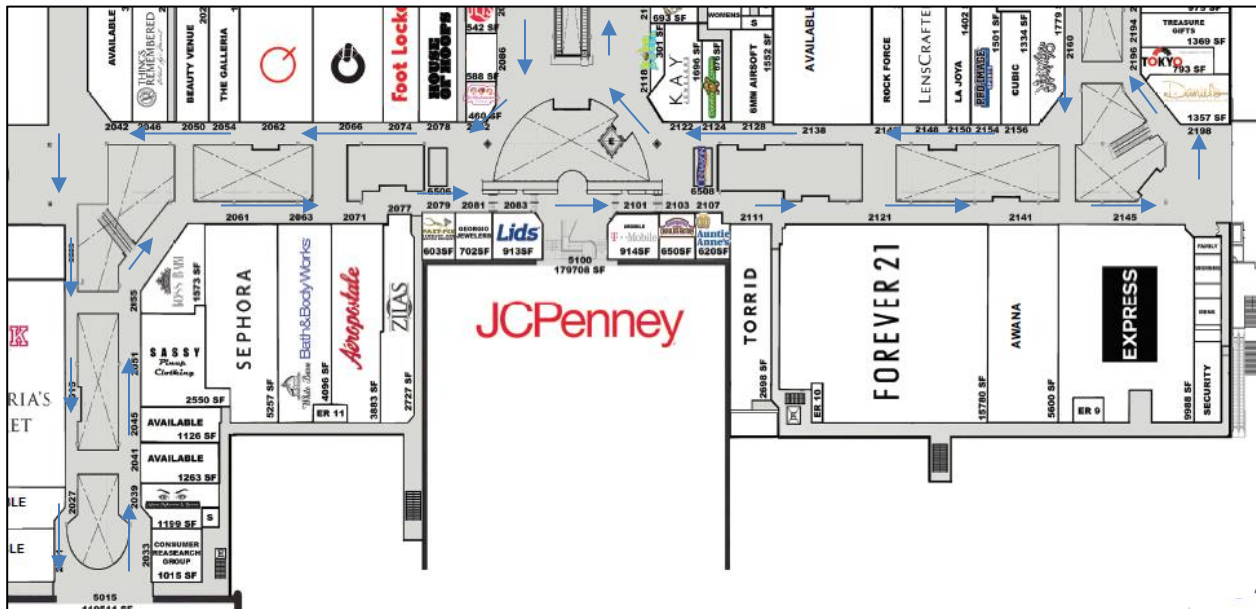
EXHIBIT A

License Area

Upper Level Near The Canyon



Upper Level Perimeter





# CITY COUNCIL AGENDA REPORT

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**DATE:** JANUARY 17, 2023                      **FILE I.D.:** COV100/CYC125  
**SECTION:** CONSENT - RESOLUTIONS                      **DEPT.:** CITY MGR.  
**ITEM NO.:** 1    **PREPARER:** A. MYRICK  
**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 23-3395 MAKING FACTUAL FINDINGS IN COMPLIANCE WITH AB 361 FOR THE CONTINUATION OF PUBLIC MEETING TELECONFERENCING DURING PUBLIC HEALTH EMERGENCIES FOR THE PERIOD OF JANUARY 17, 2023 THROUGH FEBRUARY 16, 2023

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**REASON FOR CONSIDERATION:** The City Council’s adoption of Resolution No. 23-3395 would extend the City’s remote public meeting procedures under AB 361 (2021) for an additional 30 days, expiring February 16, 2023.

**BACKGROUND:** Governor Newsom’s Executive Order N-29-20, which suspended and modified the Brown Act’s teleconferencing requirements during the COVID-19 pandemic, expired on September 30, 2021. On September 16, 2021, Governor Newsom signed AB 361 into law as an urgency bill and, four days later, executed an order delaying the application of AB 361 until October 2, 2021.

AB 361 permits legislative bodies of state and local entities to continue to meet virtually and remotely through telephonic and internet means (i.e., via teleconference) during a proclaimed state of emergency without having to meet the quorum, posting, physical location access, and other requirements of traditional teleconference meetings under the Brown Act. Under AB 361, a legislative body may hold entirely virtual meetings (or partially virtual meetings) until the end of the current state of emergency and during any future emergency declarations through January 1, 2024. However, to do so, the legislative body must make factual findings to continue teleconferencing every 30 days.

***January 17, 2023 Update: Planned End of California’s COVID-19 State of Emergency, Suspension of AB 361 Teleconferencing Requirements, and Implementation of AB 2449 Teleconferencing Requirements***

On October 17, 2022, Governor Newsom announced his intention to end the COVID-19 State of Emergency on February 28, 2023. He did, however, sign AB 2449 (2022), which implements alternative requirements for a non-majority number of legislative body members to teleconference without publicly noticing their location and making their location accessible to the public, which will be in effect through January 1, 2026. Those legislative body members who wish to participate remotely can only do so under strict requirements including:

- **Just Cause:** Childcare needs, a contagious illness, physical or mental disability not otherwise accommodated by the ADA, travel while on official business of the legislative body or another state or local agency
- **Emergency Circumstances:** A physical or family emergency that prevents a member from attending in person.

When AB 361 is no longer in effect and AB 2449 rules are in place, at least a quorum of the legislative body members must participate in person from a singular physical location situated within the local agency's jurisdiction, clearly identified on an agenda and open to the public. The legislative body must vote by roll call when a member is participating remotely.

Remote participation of a legislative body member would be contingent on request to and action by the legislative body. A member must request that the legislative body approve remote participation due to emergency circumstances if the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting.

The member must make a separate request for each meeting in which they seek to participate remotely. The member must publicly disclose at the meeting, before the legislative body takes any action, whether any other individuals 18 years of age or older are present in the room at the remote location with the member and the general nature of the member's relationship with such individuals.

A member may participate solely through teleconference for no more than three consecutive months or 20 percent of the regular meetings of the legislative body within a calendar year or no more than two meetings if the legislative body meets fewer than ten times per calendar year.

Neither the suspension of AB 361 nor its replacement by AB 2449 preclude the City from continuing to offer the public a remote means to participate in public meetings, which the City has implemented since early in the pandemic.

**FISCAL IMPACT:** There is no direct fiscal impact on the General Fund related to the City Council's adoption of Resolution No. 23-3395.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 23-3395 making factual findings in compliance with AB 361 for the continuation of teleconferencing during public health emergencies for the period of January 18, 2023 through February 16, 2023.

RESOLUTION NO. 23-3395

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR STATING COMPLIANCE WITH THE PROVISIONS OF ASSEMBLY BILL 361 INCLUDING COMPLIANCE WITH ABBREVIATED TELECONFERENCE REQUIREMENTS FOR OPEN MEETINGS, AND MAKING FACTUAL FINDINGS REGARDING THE COVID-19 PUBLIC HEALTH EMERGENCY FOR THE PERIOD OF JANUARY 17, 2023, THROUGH FEBRUARY 16, 2023**

**WHEREAS**, recognizing the continuing public health threat posed by the novel coronavirus, California Governor Gavin Newsom on September 16, 2021 signed Assembly Bill 361 (AB 361), an urgency law establishing procedures for the continuation of teleconferencing during public health emergencies, including the COVID-19 public health emergency; and

**WHEREAS**, the Montclair City Council, its standing committees, and the Montclair Planning and Community Activities Commissions may continue to meet virtually and remotely through telephonic and internet means (i.e., via teleconference) during a proclaimed state of emergency without having to meet the quorum, posting, physical location access and other requirements of traditional teleconference meetings under the Ralph M. Brown Act—Government Code (GC) sections (§§)54950-54963 (the "Brown Act") open meeting laws until the end of the current state of emergency and during any future state of emergency, up until January 1, 2024; and

**WHEREAS**, to continue meeting virtually, the Montclair City Council is required to make factual findings.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair hereby elects to use AB 361's abbreviated teleconferencing procedures where a state of emergency has been formally proclaimed, but only if at least one of the following three conditions apply, and this election shall hereby include its standing committees and the Montclair Planning and Community Activities Commissions:

1. State or local officials have imposed or recommended measures to promote social distancing at the time the legislative body holds the meeting to adopt AB 361 [GC §54953(e)(1)(A)]; or
2. The legislative body holds a meeting for the first time for the purpose of determining by majority vote whether, as a result of proclaimed state of emergency, meeting in person would present imminent risks to the health and safety of attendees [GC §54953(e)(1)(B)], or
3. The legislative body has determined (per the previous bullet) that, as a result of the proclaimed state of emergency, meeting in person would continue to present imminent risks to the health or safety of attendees [GC §54953(e)(1)(C)].

As to condition No. 1, immediately above:

- On March 16, 2020, the City Council adopted Resolution No. 20-3263 declaring that a local public health emergency exists in the City of Montclair. The public health emergency continues until Resolution No. 20-3263 is rescinded.
- On September 21, 2020, the City Manager introduced, and the City Council adopted, the *City Facilities Public Reopening, Health and Safety Plan*. **The Plan** introduced a strong, clear and detailed guidance to ensure public health and safety in City facilities. Protocols in **the Plan** are based on a variety of sources including, but not limited to, the federal government's *Opening America* plan, CDC Guidelines, State of California Guidance, EEOC Guidance for the workplace, and the Aspen Institute Return to Play COVID-19 Risk Assessment Tool. A copy of **the Plan** had been provided to each member of the City Council.

**BE IT FURTHER RESOLVED** that pursuant to AB 361, local legislative bodies electing to use the urgency bill's abbreviated teleconferencing procedures must make the following factual findings within 30 days after teleconferencing for the first time after the expiration of Executive Order No. N-29-20 on September 30, 2021, and every 30 days thereafter until January 1, 2024, or when Montclair City Council Resolution No. 20-3263 declaring a public health emergency is rescinded, whichever comes first:



1. The legislative body has reconsidered the circumstances of the state of emergency; and
2. Either of the following circumstances exist:
  - The state of emergency continues to directly impact the ability of the members to meet safely in person.
  - State or local officials continue to impose or recommend measures to promote social distancing.

As to condition No. 1, immediately above, this Resolution makes factual findings as follows:

- The City Council of the City of Montclair, in reconsideration of the circumstances of the public health emergency related to COVID-19, as expressed in Montclair City Council Resolution No. 20-3263, adopted March 16, 2020, declaring that a local public health emergency exists in the City of Montclair, remains in effect.

As to condition No. 2, immediately above, this Resolution makes factual findings as to the following:

- On September 21, 2020, the City Council adopted the ***City Facilities Public Reopening, Health and Safety Plan***, introducing a strong, clear and detailed guidance to ensure public health and safety in City facilities. Protocols in ***the Plan*** are based on a variety of sources including, but not limited to, the federal governments *Opening America* plan, CDC Guidelines, State of California Guidance, EEOC Guidance for the workplace, and the Aspen Institute Return to Play COVID-19 Risk Assessment Tool. Adoption of ***the Plan*** also incorporated guidance from the California Department of Public Health (CDPH) and the Centers for Disease Control and Prevention (CDC), including public health guidelines that promote personal responsibility for social distancing and compliance with face covering mandates, education on the need to avoid large gatherings, and promotion of protocols related to personal hygiene.

By adoption of this Resolution, the City Council of the City of Montclair reaffirms that it continues to impose measures in City facilities and at City-sponsored events to promote social distancing in compliance with the ***City Facilities Public Reopening, Health and Safety Plan***.

**BE IT FURTHER RESOLVED** that the City Council of the City of Montclair, its standing committees, and the Montclair Planning and Community Activities Commissions shall further comply with each of AB 361's abbreviated teleconference requirement for open meetings, including the following:

1. **Notice and agenda:**

- The City of Montclair shall provide notice and post agendas as otherwise required under the Brown Act (setting aside traditional teleconferencing requirements), and shall indicate on the notice the means by which the public may access the meeting and offer comment.
- The agenda shall identify and include an opportunity for all persons to attend via a call-in option or internet-based service. Further, (1) the agenda is not required to be posted at all teleconferencing locations, (2) public access does not need to be assured at all teleconference locations, (3) the notices and agenda do not need to list the teleconferencing locations of the members of the City Council, and (4) a quorum of the members of the City Council do not need to participate within physical boundaries of the City of Montclair.

2. **Public comment rules:** AB 361 instituted new rules for public comments for timed and untimed public comment periods during legislative body meetings.

- **Timed general public comment period:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions provide members of the public a timed, general public comment period, and opportunity to register for public comment does not close until the set general public comment period has elapsed.

- **Untimed public comment period per agenda item:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions provide for a timed, general public comment period.
  - **Timed public comment period per agenda item:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions provide for a timed public comment period per agenda item.
3. **Prohibition against requirement for public comments to be submitted in advance.** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions comply with AB 361's prohibition against a local legislative body from requiring public comments to be submitted in advance of the meeting.
  4. **Registration for public comment:** The Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions comply with AB 361 by not imposing a requirement that a member of the public register for public comment before being allowed to provide public comment where a third-party platform (such as Zoom or Microsoft Teams) is employed.
  5. **Disrupted broadcasting procedures:** In the event there is a broadcasting disruption of a meeting of the Montclair City Council, its committees, or the Montclair Planning and Community Activities Commissions to the public by phone or by internet, the Montclair City Council, its committees, and the Montclair Planning and Community Activities Commissions will take no further action on agenda items until public access is restored.
  6. **Standing Committee:** Each standing committee of the Montclair City Council shall fall under the scope of AB 361.
  7. **Montclair Planning and Community Activities Commissions:** The Montclair Planning Commission and the Montclair Community Activities Commission shall fall under the scope of AB 361.

**BE IT FURTHER RESOLVED** that this action is exempt from review pursuant to the California Environmental Quality Act (CEQA) in accordance with State CEQA Guidelines Section 15061(b)(3), the "common sense" exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of February 16, 2023, or such time as the City Council adopts a subsequent resolution in accordance with GC §54953(e)(3) to extend the time during which meetings may continue to be held remotely by teleconference in compliance with that section.

**APPROVED AND ADOPTED** this XX day of XX, 2023.

**ATTEST:**

\_\_\_\_\_  
Mayor

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

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3395 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, 2023, and that it was adopted by the following vote, to-wit:

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

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



# CITY COUNCIL AGENDA REPORT

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**DATE:** JANUARY 17, 2023                      **FILE I.D.:** PER710  
**SECTION:** CONSENT - RESOLUTIONS                      **DEPT.:** ADMIN. SVCS.  
**ITEM NO.:** 2    **PREPARER:** A. MYRICK  
**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 23-3396 AUTHORIZING SALARIES AND CLASSIFICATION TITLES FOR CITY EMPLOYEES ON A CONSOLIDATED SALARY SCHEDULE

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**REASON FOR CONSIDERATION:** For the purpose of ongoing transparency, the City Council is requested to annually review and authorize the wage provisions and classification titles for all employees of the City of Montclair.

A copy of proposed Resolution No. 23-3396 is attached for the City Council's review and consideration.

**BACKGROUND:** Proposed Resolution No. 23-3396 reflects salary adjustments for all salary increases as described below. The Fiscal Year 2022-2023 salary adjustments for these employees are shown in Schedule "A" of Resolution No. 23-3396.

- On December 3, 2018, the City Council approved and adopted Agreement No. 18-95 regarding the negotiated salary increases with the City Manager.
- On June 21, 2021, the City Council approved Agreement No. 21-29 regarding the negotiated salary increases with the Montclair Firefighters' Association (MFFA) through FY 2025-26.
- On September 20, 2021, the City Council approved Agreement No. 21-57 regarding the negotiated salary increases with the Montclair General Employees' Association (MGEA) through FY 2023-24.
- On December 5, 2022, the Personnel Committee/City Manager approved wage increases for all part-time benefited and selected part-time employees.
- On December 19, 2022, the City Council approved:
  - Agreement No. 22-114 regarding the negotiated salary increases with the Montclair City Confidential Employees' Association (MCCEA) through FY 2023-24,
  - Agreement No. 22-115 regarding the negotiated salary increases with the Montclair Police Officers' Association (MPOA) through FY 2024-25,
  - Agreement No. 22-116 regarding the negotiated salary increases with the Management (Nonsafety and Safety) Employees through FY 2023-24, and
  - Agreement No. 22-117 regarding the negotiated salary increases with the Executive Management Employees through FY 2023-24.

City of Montclair employee salaries are also available for public access online at <https://publicpay.ca.gov/> and at <https://www.cityofmontclair.org/salary-schedule/>.

**FISCAL IMPACT:** The City Council's adoption of proposed Resolution No. 23-3396 would create no financial impact to the City General Fund.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 23-3396 authorizing the salaries and classification titles for City employees on a consolidated salary schedule.

RESOLUTION NO. 23-3396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING THE SALARIES AND CLASSIFICATION TITLES FOR CITY EMPLOYEES ON A CONSOLIDATED SALARY SCHEDULE

WHEREAS, pursuant to Government Code Section 3500, *et seq.*, City of Montclair representatives met and conferred with the appropriate representatives of each employee association; and

WHEREAS, on December 3, 2018, the City Council approved and adopted Agreement No. 18-95 regarding the increase in salary for the City Manager for the term of four years; and

WHEREAS, on June 21, 2021, the City Council adopted Agreement No. 21-29 regarding the negotiated salary increases with the Montclair Firefighters' Association (MFFA); and

WHEREAS, on September 20, 2021, the City Council adopted Agreement No. 21-57 regarding the negotiated salary increases with Montclair General Employees' Association (MGEA); and

WHEREAS, on December 5, 2022, the Personnel Committee/City Manager approved wage increases for all part-time benefited employees and selected part-time employees; and

WHEREAS, on December 19, 2022, the City Council adopted Agreement No. 22-114 regarding the negotiated salary increases with the Montclair City Confidential Employees' Association (MCCEA); and

WHEREAS, on December 19, 2022, the City Council adopted Agreement No. 22-115 regarding the negotiated salary increases with the Montclair Police Officers' Association (MPOA); and

WHEREAS, on December 19, 2022, the City Council adopted Agreement No. 22-116 regarding the negotiated salary increases with the Management (Nonsafety and Safety) Employees; and

WHEREAS, December 19, 2022, the City Council adopted Agreement No. 22-117 regarding the negotiated salary increases with the Executive Management Employees; and

WHEREAS, for the purpose of ongoing transparency, the City Council has asked to annually review and authorize the wage provisions and classification titles for all employees of the City of Montclair.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby find and determine that the salaries and classification titles of the City employees be as listed in Schedule "A" attached to this Resolution.

BE IT FURTHER RESOLVED that such salaries and classification titles shown in Schedule "A" shall remain in effect, and

That the City Clerk shall certify to the passage of this Resolution and the Mayor shall sign the same.

APPROVED AND ADOPTED this XX day of XX, 2023.

ATTEST:

\_\_\_\_\_  
Mayor

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

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3396 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, 2023, and that it was adopted by the following vote, to-wit:

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

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Andrea M. Myrick  
City Clerk



**City of Montclair  
Consolidated Salary  
Schedule "A"**

**2023**

CITY OF MONTCLAIR  
CONSOLIDATED SALARY  
SCHEDULE "A"

Adopted Pursuant to Resolution No. 23-3396



## CITY OF MONTCLAIR SALARY SCHEDULE

### ALPHA RANGE LISTING

Classification	A	B	C	D	E
<b>PART-TIME/HOURLY</b>					
Accounting Specialist	23.25	24.42	25.64	26.92	28.26
Administrative Aide	26.47	27.80	29.19	30.64	32.18
Administrative Secretary (Relief)	23.49	24.66	25.90	27.19	28.55
Administrative Technician (PTB)	23.49	24.66	25.90	27.19	28.55
City Attorney	6400	--	--	--	--
Code Enforcement Officer (Relief)	28.43	29.85	31.34	32.91	34.56
Community Building Supervisor	15.50	16.28	17.09	17.94	18.84
Community Development Consultant	--	--	--	--	93.21
Council Member	742	1150	--	--	--
Custodial Technician (PTB)	19.48	20.46	21.48	22.56	23.68
Custodian	19.48	20.46	21.48	22.56	23.68
Customer Service Representative/Office Specialist	20.01	21.02	22.07	23.17	24.33
Data Entry Clerk	16.46	17.28	18.14	19.05	20.00
Economic Development Consultant	--	--	--	62.93	66.10
Engineering Aide (PTB)	15.81	16.60	17.43	18.30	19.22
Equipment Maintenance Technician (PTB)	23.74	24.93	26.18	27.48	28.86
Facility Coordinator	15.50	16.28	17.09	17.94	18.84
Fire Technician	16.06	16.86	17.70	18.59	19.52
Graffiti Abatement Aide	15.50	--	--	--	--
Graffiti Abatement Worker	20.96	22.01	23.11	24.27	25.48
Health Education Intern	16.35	17.17	18.03	18.93	19.88
Health Education Specialist [Grant]	19.98	--	--	--	--
Human Services Technician (PTB)	20.54	21.58	22.66	23.79	24.98
Information Technology Systems Analyst	42.66	44.79	47.03	49.38	51.85
Information Technology Systems Technician (PTB)	27.86	29.26	30.72	32.25	33.87
Instructor	15.50	16.28	17.09	17.94	18.84
Interim Deputy Fire Chief	--	--	--	--	75.39
Junior Intern	15.50	16.28	17.09	17.94	18.84
Kitchen Assistant	15.50	16.28	17.09	17.94	18.84
Lead Mechanic	21.38	22.45	23.57	24.75	25.99
Leadworker, Maintenance	24.18	25.39	26.66	27.99	29.39
Learning Leader [Grant]	19.00	19.94	20.94	21.99	23.09
Maintenance Technician (PTB)	20.96	22.01	23.11	24.27	25.48
Maintenance Worker	20.96	22.01	23.11	24.27	25.48
Mayor	1042	1650	--	--	--
Mechanic Aide	18.68	19.61	20.59	21.62	22.71
Medical Clinic Coordinator	25.00	26.00	27.00	--	--
Medical Clinic Specialist	21.61	22.69	23.83	25.02	26.27
Mini-School Coordinator	15.96	16.76	17.60	18.48	19.40
NPDES/Environmental Compliance Technician (PTB)	26.97	28.32	29.74	31.22	32.79
Nutrition Site Manager	15.50	16.28	17.09	17.94	18.84
Office Specialist	19.82	20.82	21.86	22.95	24.10
Office Technician (PTB)	19.82	20.82	21.86	22.95	24.10
Park Leader	15.50	16.28	17.09	17.94	18.84
Park Maintenance Specialist	19.38	20.35	21.36	22.44	23.56
Personnel Services Technician (PTB)	27.72	29.10	30.55	32.08	33.69
Planning Commissioner	250	--	--	--	--
Police Background Investigator	29.36	30.83	32.37	33.99	35.69
Police Cadet	16.06	16.86	17.70	18.59	19.52
Police Dispatcher (Relief)	26.69	--	--	--	--
Police Services Specialist (Relief)	20.54	21.57	22.65	23.78	24.97
Program Aide	15.75	16.54	17.37	18.24	19.15
Property Custody Technician (PTB)	19.56	20.54	21.57	22.65	23.78
Public Works Consultant	--	--	--	--	74.09

<b>Classification</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>PART-TIME/HOURLY</b>					
Public Works Director/City Engineer	77.15	81.01	85.06	89.31	93.77
Receptionist/Office Specialist	19.37	20.33	21.35	22.42	23.54
Receptionist/Office Technician (PTB)	19.37	20.33	21.35	22.42	23.54
Recreation Intern	16.35	17.17	18.03	18.93	19.88
Recreation Leader	15.50	16.28	17.09	17.94	18.84
Recreation Specialist	15.65	16.43	17.25	18.11	19.02
Reserve Code Enforcement Officer	300	--	--	--	--
Reserve Police Captain	600	--	--	--	--
Reserve Police Lieutenant	125	--	--	--	--
Reserve Police Officer	300	--	--	--	--
Reserve Police Sergeant	400	--	--	--	--
Senior Intern	16.26	17.07	17.92	18.82	19.76
Senior Leadworker	29.15	30.61	32.13	33.74	35.43
Senior Learning Leader	23.69	24.87	26.11	27.42	28.79
Senior Police Cadet	18.09	19.00	19.95	20.94	21.99
Senior Recreation Leader	16.94	17.79	18.68	19.61	20.59
Senior Recreation Specialist	17.65	18.53	19.46	20.43	21.45
Sewer Maintenance Specialist	19.38	20.35	21.36	22.44	23.56
Sports Coordinator	17.78	18.67	19.60	20.58	21.61
Street Maintenance Specialist	19.38	20.35	21.36	22.44	23.56
Substitute Learning Leader	18.50	19.42	20.39	21.41	22.48
Systems Specialist (PTB)	20.27	21.28	22.35	23.47	24.64
Technical Services Specialist	29.36	30.83	32.37	33.99	35.69
Transportation Coordinator	17.78	18.67	19.60	20.58	21.61
Volunteer Services Coordinator (Modified Duty)	30.54	32.07	33.67	35.35	37.12
<b>FULL-TIME</b>					
Accountant	4731	4968	5216	5477	5751
Accounting Specialist	4030	4232	4444	4666	4899
Administrative Aide	4588	4818	5059	5311	5577
Administrative Analyst	5568	5846	6139	6446	6768
Administrative Secretary	4072	4275	4489	4713	4949
Administrative Services Coordinator	4804	5044	5296	5561	5839
Administrative Specialist	4072	4275	4489	4713	4949
Assistant City Manager/Human Services Director	13341	14008	14708	15444	16216
Assistant to the City Manager & Economic Dev Agency Dir	7677	8060	8464	8887	9331
Assistant Code Enforcement Manager	7394	7763	8151	8559	8987
Assistant Director of Housing/Planning Manager	8946	9393	9863	10356	10874
Assistant Director of Human Services	6307	6622	6953	7301	7666
Assistant Director of Human Services/Grants Manager	9798	10288	10803	11343	11910
Assistant Engineer	6980	7329	7695	8080	8484
Assistant Planner	5140	5397	5667	5950	6248
Assistant Public Works Manager	6356	6674	7008	7358	7726
Assistant Senior Learning Coordinator	3775	3963	4161	4370	4588
Associate Engineer	7272	7635	8017	8418	8839
Associate Planner	5956	6253	6566	6894	7239
Benefits Coordinator	5356	5624	5905	6200	6510
Benefits Specialist	4507	4732	4969	5217	5478
Building Inspector	5153	5410	5681	5965	6263
Building Maintenance Supervisor	6674	7007	7358	7726	8112
Building Maintenance Technician	4140	4347	4564	4792	5032
Building Official/Code Enforcement Manager	8946	9393	9863	10356	10874
City Clerk	7763	8151	8559	8987	9436
City Manager	--	--	19506	20481	21505
City Planner/Planning Manager	8946	9393	9863	10356	10874
Code Enforcement Officer	4928	5174	5433	5705	5990
Code Enforcement Supervisor	6101	6406	6727	7063	7416
Community Compliance Specialist	4928	5174	5433	5705	5990
Community Health Education Coordinator [Grant]	4638	4870	5114	5370	5638
Community Services Supervisor	4991	5241	5503	5778	6067

Classification	A	B	C	D	E
<b>FULL-TIME</b>					
Custodian	3377	3546	3723	3910	4105
Customer Service Representative/Office Specialist	3469	3643	3825	4016	4217
Deputy City Clerk	5568	5846	6139	6446	6768
Deputy City Mgr/Exec Dir of Econ and Community Dev	14514	15240	16002	16802	17642
Deputy Dir. of Community & Economic Development	10289	10803	11343	11910	12506
Deputy Fire Chief	11740	12327	12943	13590	14270
Deputy Fire Marshal	6749	7086	7440	7812	8203
Diagnostic Specialist	4555	4783	5022	5273	5537
Director of Admin. Svcs. And Human Resources	12735	13371	14040	14742	15479
Director of Community Development	12735	13371	14040	14742	15479
Director of Montclair Economic Development Agency	12735	13371	14040	14742	15479
Director of Finance	12735	13371	14040	14742	15479
Director of Human Services	12735	13371	14040	14742	15479
Director of Information Technology	12735	13371	14040	14742	15479
Director of Public Works/City Engineer	13372	14041	14743	15480	16254
Econ. Dev. Coord./Housing Associate	6239	6550	6878	7222	7583
Economic Promotions Coordinator	5356	5624	5905	6200	6510
Economic Services & Housing Manager	8156	8564	8992	9442	9914
Employment & Personnel Coordinator	5101	5356	5624	5905	6200
Engineering Division Manager	8946	9393	9863	10356	10874
Environmental Compliance Coordinator	5086	5340	5607	5888	6182
Environmental Control Specialist	4731	4967	5215	5476	5750
Equipment Maintenance Manager	6915	7261	7624	8005	8405
Equipment Maintenance Supervisor	6286	6601	6931	7277	7641
Equipment Mechanic	4115	4321	4537	4764	5002
Executive Director Office of Public Safety	16012	16813	17654	18536	19463
Facilities Specialist	5052	5305	5570	5849	6141
Finance Manager	8946	9393	9863	10356	10874
Finance Supervisor	7450	7823	8214	8625	9056
Fire Battalion Chief	9704	10189	10698	11233	11795
Fire Captain	8281	8695	9130	9587	10066
Fire Engineer	6796	7135	7492	7867	8260
Firefighter (Paramedic)	6534	6861	7204	7564	7942
GIS Specialist	5573	5852	6144	6451	6774
Graffiti Abatement Worker	3633	3815	4005	4206	4416
Health Education Specialist [Grant]	3464	3638	3820	4010	4211
Housing Associate	5399	5669	5952	6250	6562
Housing Specialist	4072	4275	4489	4713	4949
Human Services Specialist	3561	3740	3927	4123	4329
Information Relations Officer	5356	5624	5905	6200	6510
Information Technology Analyst	7394	7763	8151	8559	8987
Information Technology Manager	8946	9393	9863	10356	10874
Information Technology Specialist	5573	5852	6144	6451	6774
Irrigation Specialist	4192	4401	4621	4852	5095
Junior Accountant	4507	4732	4969	5217	5478
Leadworker, Facilities	4192	4401	4621	4852	5095
Leadworker, Maintenance	4192	4401	4621	4852	5095
Marketing and Promotions Coordinator	5356	5624	5905	6200	6510
Maintenance Worker	3633	3815	4005	4206	4416
Medical Clinic Specialist	3746	3933	4130	4336	4553
Montclair After-School Program Supervisor	5424	5695	5980	6279	6593
Montclair After-School Program Coordinator	4421	4642	4874	5118	5374
Motor Sweeper Operator	3943	4140	4347	4565	4793
National Pollutant Discharge Elimination Sys. (NPDES) Coord.	5340	5607	5888	6182	6491
NPDES/Environmental Compliance Inspector	4675	4909	5155	5412	5683
Office Specialist	3436	3608	3789	3978	4177
Payroll Analyst	5477	5751	6038	6340	6657
Personnel Services Coordinator	4804	5044	5296	5561	5839

<b>Classification</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>FULL-TIME</b>					
Plans Examiner	6286	6601	6931	7277	7641
Police Captain	12893	13538	14215	14926	15672
Police Chief	16012	16813	17654	18536	19463
Police Dispatch Supervisor	6694	7029	7381	7750	8137
Police Dispatcher	4626	--	--	--	--
Police Lieutenant	11274	11837	12429	13050	13703
Police Officer	6878	7222	7583	7962	8360
Police Officer Trainee	6081	--	--	--	--
Police Sergeant	9143	9600	10080	10584	11113
Police Services Specialist	3561	3739	3926	4122	4328
Police Services Supervisor	5793	6083	6387	6707	7042
Project Manager	5841	6133	6440	6762	7100
Property Custody Clerk	3391	3561	3739	3926	4122
Public Safety Admin. Svcs. Supervisor	8482	8906	9351	9819	10310
Public Works Facilities/Maintenance Assistant Manager	7400	7769	8158	8566	8994
Public Works Inspector	5052	5305	5570	5849	6141
Public Works Manager	8946	9393	9863	10356	10874
Public Works Operations Assistant Manager	7400	7769	8158	8566	8994
Recreation Coordinator	3775	3963	4161	4370	4588
Receptionist/Office Specialist	3357	3524	3701	3886	4080
Recreation Manager	6356	6674	7008	7358	7726
Recreation Supervisor	4356	4574	4803	5043	5295
Secretary	3620	3801	3991	4190	4400
Senior Accountant	5751	6038	6340	6657	6990
Senior Building Inspector	5987	6286	6600	6930	7277
Senior Citizens Supervisor	4356	4574	4803	5043	5295
Senior Code Enforcement Officer	5424	5695	5980	6279	6593
Senior Human Services Supervisor	5140	5397	5667	5950	6248
Senior Information Technology Specialist	6251	6563	6892	7236	7598
Senior Leadworker	5052	5305	5570	5849	6141
Senior Learning Coordinator	4356	4574	4803	5043	5295
Senior Management Analyst	7394	7763	8151	8559	8987
Senior Public Works Inspector	6356	6674	7008	7358	7726
Senior Planner	7123	7479	7853	8246	8658
Senior Police Dispatcher	4991	5241	5503	5778	6067
Senior Recreation Supervisor	5140	5397	5667	5950	6248

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
DECEMBER 19, 2022, AT 6:06 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Johnson called the meeting to order at 6:06 p.m.

**II. ROLL CALL**

Present: Mayor Pro Tem Johnson; Council Member Ruh, City Manager Starr, and Assistant City Manager/Director of Human Services Richter

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of December 5, 2022.**

Moved by Council Member Ruh, seconded by Mayor Pro Tem Johnson, and carried unanimously to approve the minutes of the Personnel Committee meeting on December 5, 2022.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**


At 6:07 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:15 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Johnson stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 6:15 p.m., Mayor Pro Tem Johnson adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

  
\_\_\_\_\_  
Edward C. Starr  
City Manager

**MINUTES OF THE SPECIAL MEETING OF THE MONTCLAIR  
CITY COUNCIL HELD ON THURSDAY, DECEMBER 15, 2022,  
AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO  
STREET, MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

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

**II. INVOCATION**

Montclair Police Department Chaplain Vicki Brobeck gave the invocation.

**III. PLEDGE OF ALLEGIANCE**

**Montclair High School Junior ROTC** presented the American, California, and City of Montclair flags.

Community Activities Commissioner Arturo Padilla led meeting participants in the Pledge of Allegiance.

**IV. NATIONAL ANTHEM**

**Alicia Volinski** sang the National Anthem.

**V. ROLL CALL**

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

City Manager Starr; Assistant City Manager/Director of Human Services Richter; Finance Manager Kulbeck; Public Works Director/City Engineer Heredia; Community Development Director Diaz; Executive Director of Public Safety/Police Chief Avels; City Attorney Robbins; City Clerk Myrick

**VI. BUSINESS ITEMS**

**A. Consider Adoption of Resolution No. 22-3383 Reciting the Fact of the General Municipal Election Held on Tuesday, November 8, 2022, Declaring the Results and Other Such Matters as Provided by Law**

ACTION - Business Items - Item A	
<b>ACTING:</b>	City Council
<b>MOTION:</b>	Adopt Resolution No. 22-3383
<b>MADE BY:</b> <b>SECOND BY:</b>	Mayor Pro Tem Ruh Council Member Johnson
<b>RESULT:</b>	With no opposition, motion carried 5-0.

**VII. SWEARING-IN OF RE-ELECTED MAYOR**

Mayor Dutrey was ceremonially sworn in by his wife, **Anne Dutrey**. City Clerk Myrick presented Mayor Dutrey with a Certificate of Election.

**VIII. SWEARING-IN OF RE-ELECTED MEMBERS OF THE CITY COUNCIL**

Council Member Martinez was ceremonially sworn in by **Carolyn Raft**, former Montclair City Council Member. City Clerk Myrick presented Council Member Martinez with a Certificate of Election.

Mayor Pro Tem Ruh was ceremonially sworn in by **Assembly Member Freddie Rodriguez**. City Clerk Myrick presented Mayor Pro Tem Ruh with a Certificate of Election.

Mayor Dutrey, Mayor Pro Tem Ruh, and Council Member Martinez congratulated one another and commented on their past accomplishments on the City Council and future priorities for their upcoming terms.

Congratulatory sentiments were shared by Council Members Johnson and Lopez for Mayor Dutrey, Mayor Pro Tem Ruh, and Council Member Martinez.

**IX. SELECTION OF MAYOR PRO TEM**

<b>ACTION - Selection of Mayor Pro Tem</b>	
<b>ACTING:</b>	City Council
<b>MOTION:</b>	Council Member Johnson was nominated to serve as Mayor Pro Tem for a term of two years.
<b>MADE BY:</b> <b>SECOND BY:</b>	Mayor Dutrey Council Member Lopez
<b>AYES:</b> <b>NOES:</b> <b>ABSTAIN:</b> <b>ABSENT:</b>	Lopez, Martinez, Johnson, Ruh, Dutrey None None None
<b>RESULT:</b>	Motion carried 5-0.

**X. ADJOURNMENT**

At 6:35 p.m., Mayor Dutrey adjourned the City Council.

Submitted for City Council approval,



Andrea M. Myrick  
City Clerk

PENDING APPROVAL

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, DECEMBER 19, 2022 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

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**I. CALL TO ORDER**

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

**II. INVOCATION**

Pastor Vicki Brobeck, Montclair Police Department Chaplain, gave the invocation.

**III. PLEDGE OF ALLEGIANCE**

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

**IV. ROLL CALL**

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

City Manager/Executive Director Starr; Assistant City Manager/Director of Human Services Richter; Director of Finance Kulbeck; Executive Director of Public Safety/Police Chief Avels; Director of Information Technology Nguyen; City Attorney Robbins

Absent: City Clerk Myrick

**V. PRESENTATIONS**

**A. Community Activities Commission (CAC) Presentation of 2022 Holiday Home Decoration Contest Winners**

Community Activities Commissioner Rangel announced the winners of the City of Montclair's 24th Annual Holiday Home Decoration Contest. Of the 19 nominations received, the CAC selected three winners, as follows:

- *Welcome to Snowman Land* Award: The Burkholder Family, 10169 Camulos Ave.
- *Once Upon a Christmas Time* Award: The Bui Family, 10990 Kimberly Ave.
- *Journey to the North Pole* Award: The Mohsin Family, 10049 Marion Ave.

Mayor Dutrey and the City Council presented the winning families with Award Certificates and gift cards to Montclair restaurants.

**B. California Department of Insurance Presentation**

**Andrea Valdes**, Outreach Analyst for the Community Relations & Outreach branch of the **California Department of Insurance**, provided an informational presentation about the Department and the California Low Cost Auto Insurance Program.

**VI. PUBLIC COMMENT — None**

**VII. PUBLIC HEARINGS**

**A. Second Reading — Consider Ordinance No. 22-1002 Amending Specific Chapters of Title 10 of the Montclair Municipal Code Related to the Adoption of Building Codes to Regulate Construction in the City Of Montclair and Establishing January 18, 2023 as the Effective Date of the Codes**

Mayor Dutrey opened the public hearing.



Director of Community Development Diaz stated no written comments were received in relation to this item, and no members of the public requested to speak on the item.

Mayor Dutrey closed the public hearing and the City Council discussed the matter.

Council Members Ruh and Lopez expressed opposition to the state’s mandate to require all electric appliance hook-ups in new buildings by 2030.

ACTION - Public Hearings - Item A	
<b>ACTING:</b>	City Council
<b>MOTION:</b>	Conduct the second reading of Ordinance No. 22-1002 by number and title only, waive further reading, and adopt Ordinance No. 22-1002.
<b>MADE BY:</b> <b>SECOND BY:</b>	Council Member Ruh Council Member Lopez
<b>AYES:</b> <b>NOES:</b> <b>ABSTAIN:</b> <b>ABSENT:</b>	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
<b>RESULT:</b>	Motion carried 5-0.

- B. Consider Adoption of Resolution No. 22-3388 Adopting Environmental Findings Pursuant to the California Environmental Quality Act; Certifying the Mission Boulevard and Ramona Avenue Business Park Project Final Environmental Impact Report (EIR) (SCH#2021010005); Adopting a Statement of Overriding Considerations; Adopting a Mitigation Monitoring Program; and Approving the Project Under Planning Case No. 2021-07**

**Consider Adoption of Resolution No. 22-3389 Modifying the General Plan Land Use Designation of 27.74 Acres at the Northwest Corner of Mission Boulevard and Ramona Avenue, from “General Commercial” (Entire Site) to “M1 Limited Manufacturing” (North Side of Third Street Extension) and “Industrial Park” (South Side of Third Street Extension) (Planning Case No. 2021-07), Contingent on the City Council Certifying the EIR for the Mission and Ramona Business Park Project**

**First Reading — Consider Ordinance No. 23-1003 Modifying the Zoning Designation of 27.74 Acres of Land at the Northwest Corner of Mission Boulevard and Ramona Avenue from “C3 - General Commercial,” “MIP - Manufacturing Industrial,” and “M1 - Limited Manufacturing,” to “M1 - Manufacturing Industrial” (North Side of Third Street Extension) and “MIP - Manufacturing Industrial” (South Side of Third Street Extension) (Planning Case No. 2021-07), Contingent on the City Council Certifying the EIR for the Mission and Ramona Business Park Project**

**Consider Setting a Public Hearing for Second Reading and to Consider Adoption of Ordinance No. 23-1003 on Tuesday, January 17, 2023, at 7:00 p.m. in the City Council Chambers**

**Consider Adoption of Resolution No. 22-3390 Approving Tentative Tract Map No. 20381 and a Precise Plan of Design for the Site Plan, Floor Plans, Elevations, Colors, Materials, Conceptual Sign Program, and Conceptual Landscape Plan for an Eight-Building Industrial Park Development on 27.74 Acres of Land at the Northwest Corner of Mission Boulevard and Ramona Avenue (Planning Case No. 2021-07) Contingent on the City Council Certifying the EIR for the Mission and Ramona Business Park Project**

Mayor Dutrey opened the public hearing.

**Frankie Jimenez**, representing **Ironworkers Local 416**, spoke in support of the project and the developer's commitment to hire skilled labor within the local community.

**David Hansen**, representing **UA Local 390 Plumbers & Steamfitters**, spoke in support of the project as its construction would be a benefit to the union's members.

**Jason Baez**, representing **Laborers' International Union of North America**, expressed support for the project, which will provide job opportunities for trade union members during construction and for the wider community after.

Mayor Dutrey closed the public hearing and the City Council discussed the matter.

Mayor Pro Tem Johnson received clarification about the addition of an art component and environmental impact mitigations for the project.

Council Member Ruh spoke in support of the project for its creation of local jobs.

Council Member Lopez received clarification about the following:

- The electric charging stations are for use by the tenants.
- The developer has entered private contracts to hire locally.
- Several measures have been taken including language in the Conditions of Approval, CC&Rs, and owners' association agreements, to ensure the property continues to be maintained and secured.
- While the developer had expressed a desire for proceeds of the Community Benefit Fee to fund community programs, the City Council maintains control of those funds and will be directing their use at a separate meeting.

Council Member Martinez received clarification on road impacts from trucks servicing the property.

Mayor Dutrey received clarification about the property's suitability for other uses and discussed the City's plans to improve public streets surrounding the project.

<b>ACTION - Public Hearings - Item B</b>	
<b>ACTING:</b>	City Council
<b>MOTION:</b>	Adopt Resolution No. 22-3388; adopt Resolution No. 22-3389; conduct the first reading of Ordinance No. 23-1003 by number and title only, waive further reading, and set a public hearing for the second reading and adoption of Ordinance No. 23-1003 on Tuesday, January 17, 2023 at 7:00 p.m. in the City Council Chambers; and adopt Resolution No. 22-3390, as amended.
<b>MADE BY:</b> <b>SECOND BY:</b>	Council Member Ruh Mayor Pro Tem Johnson
<b>AYES:</b> <b>NOES:</b> <b>ABSTAIN:</b> <b>ABSENT:</b>	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
<b>RESULT:</b>	Motion carried 5-0.

**VIII. CONSENT CALENDAR**

<b>ACTION - Consent Calendar</b>	
<b>ACTING:</b>	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
<b>MOTION:</b>	Approve the Consent Calendar as presented.
<b>MADE BY:</b> <b>SECOND BY:</b>	Council Member/Director Ruh Mayor Pro Tem/Vice Chair Johnson
<b>AYES:</b> <b>NOES:</b> <b>ABSTAIN:</b> <b>ABSENT:</b>	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
<b>RESULT:</b>	Motion carried 5-0.

**A. Approval of Minutes**

**1. Regular Joint Meeting — December 5, 2022**

<b>ACTION - Consent Calendar - Item A-1</b>	
<b>ACTING:</b>	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**B. Administrative Reports**

**1. Consider Receiving and Filing City Treasurer's Report - November 2022**

<b>ACTION - Consent Calendar - Item B-1</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

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

<b>ACTION - Consent Calendar - Item B-2</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**3. Consider Receiving and Filing SA Treasurer's Report - November 2022**

<b>ACTION - Consent Calendar - Item B-3</b>	
<b>ACTING:</b>	Successor Agency Board
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

4. **Consider Approval of SA Warrant Register – November 2022**

<b>ACTION – Consent Calendar – Item B-4</b>	
<b>ACTING:</b>	Successor Agency Board
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

5. **Consider Receiving and Filing MHC Treasurer's Report – November 2022**

<b>ACTION – Consent Calendar – Item B-5</b>	
<b>ACTING:</b>	Montclair Housing Corporation Board
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

6. **Consider Approval of MHC Warrant Register – November 2022**

<b>ACTION – Consent Calendar – Item B-6</b>	
<b>ACTING:</b>	Montclair Housing Corporation Board
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

7. **Consider Receiving and Filing of MHA Treasurer's Report – November 2022**

<b>ACTION – Consent Calendar – Item B-7</b>	
<b>ACTING:</b>	Montclair Housing Authority Commissioners
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

8. **Consider Approval of MHA Warrant Register – November 2022**

<b>ACTION – Consent Calendar – Item B-8</b>	
<b>ACTING:</b>	Montclair Housing Authority Commissioners
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

9. **Consider Authorizing a \$2,316.25 Appropriation from the Federal Asset Forfeiture Fund to Purchase a 360-Camera System from Lenco Armored Vehicles for the Lenco Bearcat G3 Tactical Armored Vehicle**

<b>ACTION – Consent Calendar – Item B-9</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

10. **Consider Authorizing Staff to Advertise for Bid Proposals for the Flashing Stop Sign Replacement Program**

<b>ACTION – Consent Calendar – Item B-10</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**C. Agreements**

1. **Consider Amending the 2019-2024 Capital Improvement Program to Include the Monte Vista Avenue Street Widening, Street Rehabilitation, and Sewer Improvement Project from Holt Boulevard to Palo Verde Street**

**Consider Approval of Agreement No. 22-35 with HR Green Pacific, Inc. for Preparation of Plans and Specifications for the Construction of Street Widening, Street Rehabilitation, and Sewer Improvements on Monte Vista Avenue from Holt Boulevard to Palo Verde Street for the Project, Subject to Any Revisions Deemed Necessary by the City Attorney**

**Consider Approval of Agreement No. 22-51 with Aga Engineers, Inc. for the Preparation of Plans and Specifications for the Construction of Traffic Signal Upgrades and Traffic Signal Interconnect and Broadband Fiber Optic Improvements for the Project, Subject to Any Revisions Deemed Necessary by the City Attorney**

**Consider Authorizing an \$880,000 Appropriation from 2021 Lease Revenue Bond Proceeds and \$20,000 from the Sewer Fund for Costs Related to Agreement No. 22-35 and Agreement No. 22-51**

**Consider Authorizing an \$82,720.85 Design Services Contingency for the Project**

<b>ACTION - Consent Calendar - Item C-1</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

2. **Consider Approval of Agreement No. 22-110-I-110, an Irrevocable Annexation Agreement with Jason Duc Thinh Nguyen for the Property Located at 11226 College Avenue, Pomona, CA 91766 (APN 1012-391-03-0000), Subject to Any Revisions Deemed Necessary by the City Attorney**

<b>ACTION - Consent Calendar - Item C-2</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

3. **Consider Approval of Agreement No. 22-114, a Memorandum of Understanding with the Montclair City Confidential Employees' Association for the Period of July 1, 2022, to June 30, 2024**

**Consider Approval of Agreement No. 22-115, a Memorandum of Understanding with the Montclair Police Officers' Association for the Period of July 1, 2021, to June 30, 2025**

**Consider Approval of Agreement No. 22-116, the Labor Agreement for Management (Nonsafety and Safety) Employees Regarding the Terms and Conditions of Employment for the Period of July 1, 2022, to June 30, 2023**

**Consider Approval of Agreement No. 22-117, the Labor Agreement for Executive Management Employees Regarding the Terms and Conditions of Employment for the Period of July 1, 2022, to June 30, 2023**

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

ACTION - Consent Calendar - Item C-3	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

4. **Consider Approval of Agreement No. 22-118 Amending Agreement No. 21-68 with Securitas Security Services USA, Inc. for Security Guard Services at the Montclair Transcenter**

ACTION - Consent Calendar - Item C-4	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

5. **Consider Approval of Agreement No. 22-119 with Theresa St. Peter for Professional Human Resources Consulting Services, Subject to Any Revisions Deemed Necessary by the City Attorney**

ACTION - Consent Calendar - Item C-5	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

6. **Consider Amending the 2019-2024 Capital Improvement Program to Add the Alleyway Improvements Project**

**Consider Authorizing a \$117,050 Appropriation from 2021 Lease Revenue Bond Proceeds for Costs Related to the Alleyway Improvements Project**

**Consider Approving Agreement No. 22-120 with L.D. King, Inc. for Professional Design Services for the Alleyway Improvements Project, Subject to Any Revisions Deemed Necessary by the City Attorney**

ACTION - Consent Calendar - Item C-6	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

**D. Resolutions**

1. **Consider Adoption of Resolution No. 22-3391 Making Factual Findings in Compliance with AB 361 for the Continuation of Public Meeting Teleconferencing During Public Health Emergencies for the Period of December 19, 2022, through January 18, 2023**

ACTION - Consent Calendar - Item D-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

2. **Consider Adoption of Resolution No. 22-3393 Amending the Fee Schedule for the Collection and Disposal of Residential and Commercial Refuse**

**Consider Approval of Agreement No. 22-121 Amending Agreement No. 18-26 with Burrtec Waste Industries, Inc., for Solid Waste Management Services, Subject to Any Revisions Deemed Necessary by the City Attorney**

Council Member Lopez and Mayor Dutrey received clarification on the fee increases, existing administrative fees, and potential future increases in 12 to 18 months. Council Member Ruh asked for clarification on the senior discount.

<b>ACTION - Consent Calendar - Item D-2</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**IX. PULLED CONSENT CALENDAR ITEMS — None**

**X. BUSINESS ITEMS**

**A. Consider Adoption of Resolution No. 22-3392 Making Certain Findings for an Exception to the 180-Day Wait Period Pursuant to Government Code Sections 7522.56 and 21224 with Authorization to Hire Leslie Phillips as a Retired Annuitant into the Temporary Part-Time Position of Benefits Coordinator**

<b>ACTION - Business Items - Item A</b>	
<b>ACTING:</b>	City Council
<b>MOTION:</b>	Adopt Resolution No. 22-3392 subject to any changes as requested by CalPERS and as approved by the City Attorney.
<b>MADE BY:</b> <b>SECOND BY:</b>	Council Member Lopez Council Member Ruh
<b>AYES:</b> <b>NOES:</b> <b>ABSTAIN:</b> <b>ABSENT:</b>	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
<b>RESULT:</b>	Motion carried 5-0.

**B. Consider Adoption of Resolution No. 22-3394 Making Certain Findings for an Exception to the 180-Day Wait Period Pursuant to Government Code Sections 7522.56 and 21224 with Authorization to Hire Elizabeth Lew as a Retired Annuitant into the Temporary Part-Time Position of Payroll Analyst**

<b>ACTION - Business Items - Item B</b>	
<b>ACTING:</b>	City Council
<b>MOTION:</b>	Adopt Resolution No. 22-3394 subject to any necessary changes as requested by CalPERS and as approved by the City Attorney.
<b>MADE BY:</b> <b>SECOND BY:</b>	Council Member Lopez Council Member Ruh
<b>AYES:</b> <b>NOES:</b> <b>ABSTAIN:</b> <b>ABSENT:</b>	Lopez, Martinez, Ruh, Johnson, Dutrey None None None
<b>RESULT:</b>	Motion carried 5-0.

**XI. COMMUNICATIONS**

**A. Department Reports — None**

**B. City Attorney**

City Attorney Robbins requested the City Council meet in closed session concerning the following:

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

*Properties:* APNs 1009-273-19-0000 & 1010-021-03-0000

*Negotiating Parties:* City of Montclair, Hernandez Family Trust, and H & G Newton Family Trust

*Agency Negotiator:* Edward C. Starr, City Manager

*Under Negotiations:* Recommendations Regarding Purchase Price

**C. City Manager/Executive Director — None**

**D. Mayor/Chair**

Mayor Dutrey called two special meetings of the City Council and Planning Commission on Thursday, January 12, 2023, and Thursday, January 19, 2023, at 6:00 p.m. for workshops related to the General Plan Update.

Mayor/Chair Dutrey wished everyone a Merry Christmas and a Happy New Year.

**E. Council Members/Directors**

1. Council Member/Director Ruh acknowledged various religions that celebrate different holidays around this time of year. He shared that in the Christian faith, Joseph and Mary were the first documented homeless family and were taken in by a kind innkeeper. He asked all to think of the last, the least, the lost, and the lonely during this time and not look down upon those in need.
2. Council Member/Director Lopez stated he assisted the Ayala Family, owners of the Montclair and Chino **Los Portales** restaurants, with a toy drive community event the prior week; and wished everyone a Happy Hanukkah and Merry Christmas and a safe and happy New Year.
3. Mayor Pro Tem/Vice Chair Johnson wished condolences to resident **Bruce Culp** who recently lost a family member; wished everyone a Merry Christmas, Happy Hanukkah, Happy Kwanzaa, season's greetings, and a healthy and prosperous 2023.
4. Council Member/Director Martinez thanked all of the Holiday Home Decoration Contest participants and wished everyone happy holidays and a Happy New Year.

**F. Committee Meeting Minutes**

The following committee minutes were received and filed for informational purposes:

1. Personnel Committee - December 5, 2022

**XII. CLOSED SESSION**

The City Council entered closed session at 9:46 p.m. to discuss real property negotiations.

**XIII. CLOSED SESSION ANNOUNCEMENTS**

The City Council returned from closed session at 10:10 p.m.

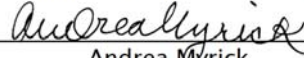
Mayor Dutrey announced the City Council met in closed session to discuss real property negotiations; information was received and direction given to staff; and no further announcements would be made at this time.



**XIV. ADJOURNMENT**

At 10:10 p.m., the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned.

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



Andrea Myrick,  
City Clerk

PENDING APPROVAL

**CITY OF MONTCLAIR  
TREASURER'S REPORT  
FOR THE MONTH ENDING  
DECEMBER 31, 2022**

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**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**

**DECEMBER 31, 2022**

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 \$ 33,008,045

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 DECEMBER 31, 2022

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$ (103,031.97)	\$ 3,810,543.40	\$ 3,370,065.19	\$ 15,000.00	\$ 352,446.24 (1)
Gas Tax Fund	(44,747.13)	83,951.07	65,609.65	-	(26,405.71) (2)
Road Maintenance - Section 2032	1,348,544.33	66,081.73	-	-	1,414,626.06
Measure I Fund	5,059,588.02	78,727.70	-	-	5,138,325.72
Traffic Safety	44,223.90	2,330.84	-	-	46,554.74
Disability Access Fund - Bus. License	48,614.30	456.00	-	-	49,070.30
Park Maintenance	25,912.06	3,204.14	8,185.77	-	20,930.43
Park Development	1,154,807.06	700.00	-	-	1,155,507.06
CDBG	(74,382.85)	-	392,005.30	-	(466,388.13) (2)
SB2 Planning Grant	(58,642.50)	12,703.74	-	-	(68,642.50) (2)
SB Quality Improvement Trust	52,467.49	15,493.97	18,163.55	-	(55,137.07) (2)
SB City Cares Act Infrastructure	4,794,353.00	-	-	-	4,794,353.00
Senior Nutrition Program	116,265.53	-	1,552.60	-	116,712.93
American Rescue Plan	94,101.82	-	566.67	-	93,535.15
Forfeiture Fund - State	291,334.13	56,081.00	29,988.39	15,005.00	332,431.74
SB 509 Public Safety	457,027.66	-	-	-	457,027.66
Forfeiture Fund-Federal/DOJ	0.15	0.20	-	-	0.35
Asset Seizure Fund	35,305.25	-	-	-	35,305.25
Section 11489 Subfund	120,567.15	-	1,188.32	-	119,378.83
Fed Asset Forfeiture-Treasury	-	-	-	-	-
School District Grant Fund	515,930.60	22,474.07	-	-	538,404.67
State Supplemental Law Enforce	15,023.67	-	-	(15,005.00)	18.67
Local Law Enforcement Block Gr	2,331.61	5.39	-	-	2,337.00
PC 1202.5 Crime Prevention	124,098.51	-	-	-	124,098.51
Recycling Grant Fund	-	-	-	-	-
Homeless Emergency Aid Program	174,976.00	-	-	-	174,976.00
Bureau of Justice Assistance	(634.96)	-	13,059.61	-	(13,694.57) (2)
Statewide Park Dev Grant	(76,231.50)	-	4,786.25	-	(81,017.75) (2)
Homeless Housing Assist Preven	302,910.75	159,216.94	158,725.32	-	303,402.37
LEAP Grant	-	-	-	-	-
After School Program Fund	-	-	-	-	-
CTS Grant	1,290.78	-	-	-	1,290.78
City of Hope	569,820.45	-	1,428.85	-	568,391.60
Safety Dept. Grants	1,370.50	-	-	-	1,370.50 (2)
OSMD Immunization Grant	3,131.84	-	-	-	3,131.84
Kaiser Permanente Grant	37,507.71	-	2,085.54	-	35,422.17
Resource Center Grant - OMSD	(4,554.02)	-	2,590.75	-	(7,144.77) (2)
Title IIIB Sr Support Services	14,982.19	-	159.00	-	14,823.19
Healthy Community Strategic Plan	63,056.84	14,105.64	-	-	77,162.48
ASES Supplemental Grant	2,251.92	3,224.76	713.25	-	4,765.43
E.M.S. - Paramedic Fund	4,178,818.76	914,011.27	45,879.86	-	5,046,951.17
Economic Development	500.00	-	-	-	500.00
City Contributions/Donations Fund	2,494,650.19	394,042.06	96,680.37	-	2,792,011.88
Sewer Operating Fund	2,439,666.85	49,411.61	2,641.66	-	2,439,666.85
Sewer Replacement Fund	138,347.32	19,403.68	-	-	185,117.27
CFD 2011-1 (Passos)	80,707.85	111.33	-	-	110,111.53
CFD 2011-2 (Arrow Station)	4,028,429.68	-	-	-	4,028,441.01
Inland Empire Utility Agency	867,646.87	-	-	-	867,646.87
Sewer Expansion Fee Fund	1,281,969.12	149.00	-	-	1,282,118.12
Developer Impact Fees - Local	277,719.82	335.00	-	-	278,054.82
Developer Impact Fees - Regional	197,654.10	-	-	-	197,654.10
Bumtec Pavement Impact Fees	262,502.41	-	-	-	262,502.41
PUC Reimbursement Fund-MVGS	383,386.52	-	-	-	383,386.52
Utility Underground In-Lieu	107,808.18	450.12	-	-	108,258.30
General Plan Update Fee	555,708.20	-	-	-	555,708.20
Housing Fund	105,200.40	-	-	-	105,200.40
Public Education/Govt. PEG Fee Fund	(2,836,036.75)	2,297,051.13	-	-	(538,985.62) (4)
Infrastructure Fund	(64,315.85)	-	5,633.80	-	(69,949.65)
COVID-19	4,827,925.46	-	-	-	4,827,925.46
Successor Agency Bonds-Taxable	8,043,968.05	-	4,940.00	-	8,038,928.05
Successor Agency Bonds-Tax Exempt	(647,878.21)	-	3,052,966.78	-	(3,700,844.99)
2014 Lease Revenue Bond Proceeds	(1,127,315.06)	-	-	-	(895,517.77) (5)
2021 Lease Revenue Bond Proceeds	1,644,190.63	231,797.31	-	-	1,643,980.63
2014 Lease Revenue Bond Debt Svc	3,122,501.92	542,950.57	1,000.00	-	3,664,452.49
2021 Lease Revenue Bond Debt Svc	0.96	-	-	-	0.96
Pension Obligation Bond Debt Svc	19,454,631.92	-	154,457.25	(15,000.00)	19,295,174.66
Contingency Fund	-	-	-	-	-
Assigned General Fund Reserves	-	-	-	-	-
TOTALS	\$ 64,937,871.87	\$ 8,779,013.67	\$ 7,435,573.74	\$ -	\$ 66,281,311.80

Negative Cash Notes follow this presentation.

### Notes on Negative Cash Balances

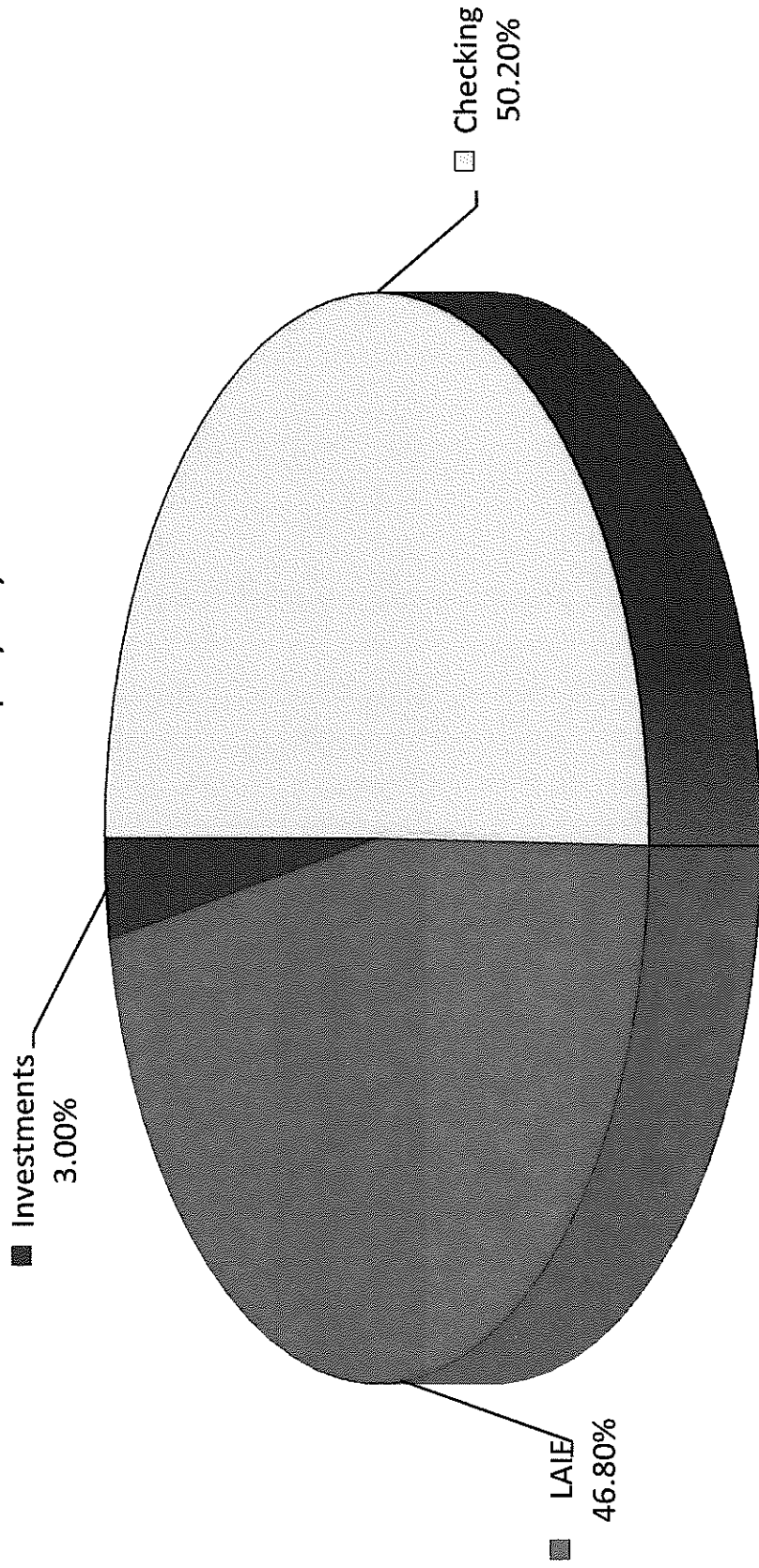
- (1)** The General Operating Fund may have a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. As Contingency and General Reserves exceed this 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 DECEMBER 31, 2022**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
<b>CHECKING ACCOUNT</b>							
Checking Account							\$ 33,270,798.21
Asset Seizure Account							\$ 2,469.00
<b>CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES</b>							
Local Agency Investment Fund (LAIF)				2.290%	30,411,479.58	31,008,044.59	
First American Government					2,000,000.00	2,000,000.00	
					<u>\$ 32,411,479.58</u>		\$ 33,008,044.59
<b>U.S. AGENCY SECURITIES</b>							
					\$ -		\$ -
<b>TOTAL</b>							<u>\$ 66,281,311.80</u>

Current market values obtained from US Bank.

**CITY OF MONTCLAIR**  
**CASH AND INVESTMENTS BY TYPE**  
**December 31, 2022**  
**Total Cash & Investments \$66,281,312**





**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
TREASURER'S REPORT  
FOR THE MONTH ENDING  
December 31, 2022**

**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
STATEMENT OF CASH BY FUND  
December 31, 2022**

**COMBINED OPERATING FUND**

Operating	(53,477.40)	\$	(53,477.40)
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**LRPRP Fund**

Operating	0.00	\$	0.00
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**RORF**

	3,269,701.84		
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	\$	3,269,701.84

**TOTAL CASH**

**\$ 3,216,224.44**

**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
STATEMENT OF CASH  
December 31, 2022**

**Checking Account**

US Bank

**1,078,600.03**

**TOTAL CASH**

**3,216,224.44**

**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  
December 31, 2022**

City of Montclair  
 Final Warrant Register  
 Council Date 01/17/2023  
 Regular Warrants  
 Checking Account: Successor to the RDA

	Warrants	US Bank transfers	Area Totals
SRDA Combined Operating Fund	0.00	9,769.59	<b>9,769.59</b>
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	<b>0.00</b>
	0.00	9,769.59	
<b>December 2022 Total</b>			<b>9,769.59</b>

**Note:** Reimburse City for 12/08 payrolls  
 Reimburse City for 12/21 payrolls

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**Vice Chair Johnson**

# Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 12/01/2022 To 12/29/2022

Printed on 01/05/2023 at 5:30 PM PST



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
12/21/2022	\$3759.09	153499275813	153499275805	Completed

Debit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY  
Debit Account Type DDA  
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT  
Credit Account Type DDA  
Template Name .  
Memo Reimb City for 12/21/2022 Payroll  
Initiate Date 12/21/2022  
Initiate Time 12:42PM CDT  
Initiated By JKULBECK  
Completed Date 12/21/2022  
Completed Time 12:42PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
12/09/2022	\$6010.50	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 12/08/22 Payroll  
Initiate Date 12/09/2022  
Initiate Time 03:50PM CDT  
Initiated By JKULBECK  
Completed Date 12/09/2022  
Completed Time 03:50PM CDT

Total Number of Book Transfers: 2  
Total Amount of Book Transfers: \$9,769.59

--- End of Report ---

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
TREASURER'S REPORT  
FOR THE MONTH ENDING  
December 31, 2022**

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**SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS**

**CASH AND INVESTMENTS GRAPH**



Schedule 1

CITY OF MONTCLAIR  
 HOUSING CORPORATION  
 STATEMENT OF CASH AND INVESTMENTS  
 December 31, 2022

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
<b>Checking Account</b>			
US Bank			326,646.68
<b>Investments</b>			
LAIF	2.29%	1,691,029.22	<u>1,724,201.20</u>
<b>TOTAL CASH &amp; INVESTMENTS</b>			<u><u>2,050,847.88</u></u>

**NOTE:**

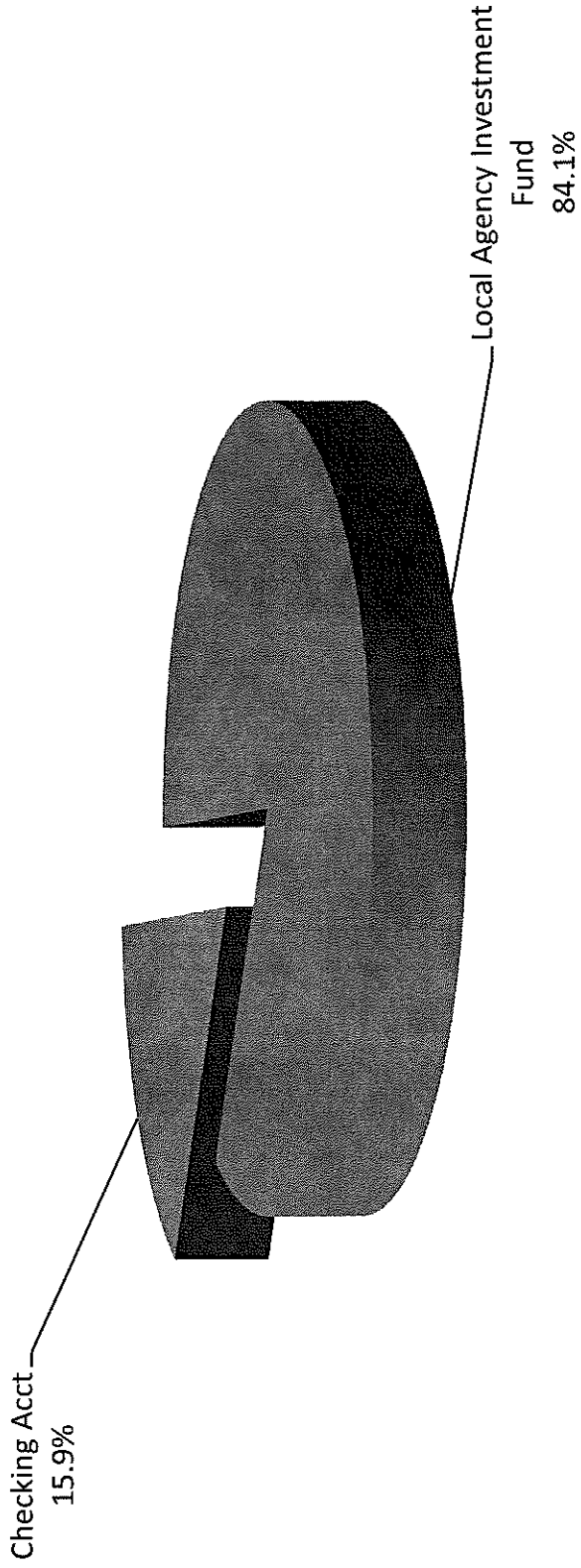
Pursuant to the Corporation's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

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  
December 31, 2022**

**Total Cash & Investments - \$2,050,848**



**CITY OF MONTCLAIR  
HOUSING CORPORATION  
WARRANT REGISTER  
FOR THE MONTH ENDING  
December 31, 2022**

City of Montclair  
Final Warrant Register  
Council Date 01/17/2023  
Regular Warrants  
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
0.00	0.00	0.00	60,928.59	<b>60,928.59</b>

**December 2022 Total** 60,928.59

US Bank transfers:

---

**Vice Chair Johnson**

**CITY OF MONTCLAIR  
HOUSING AUTHORITY  
TREASURER'S REPORT  
FOR THE MONTH ENDING  
December 31, 2022**

**Schedule 1**

**CITY OF MONTCLAIR  
HOUSING AUTHORITY  
STATEMENT OF CASH  
December 31, 2022**

	<u>Amount</u>
<b>Checking Account</b>	
US Bank	3,179,582.44
<b>TOTAL CASH</b>	<b>\$ <u>3,179,582.44</u></b>

**NOTE:**

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

**CITY OF MONTCLAIR  
HOUSING AUTHORITY  
WARRANT REGISTER  
FOR THE MONTH ENDING  
December 31, 2022**

City of Montclair  
Final Warrant Register  
Council Date 01/17/2023  
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	<b>0.00</b>
<b>December 2022 Total</b>			<b><u><u>0.00</u></u></b>

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Vice Chair Johnson