

CITY OF MONTCLAIR

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

AGENDA

Tuesday, February 21, 2023
7:00 p.m.



Mayor

Javier "John" Dutrey

Mayor Pro Tem

Tenice Johnson

Council Members

Bill Ruh

Corysa Martinez

Benjamin "Ben" Lopez

City Manager

Edward C. Starr

City Attorney

Diane E. Robbins

City Clerk

Andrea M. Myrick

Location

Council Chamber
5111 Benito Street
Montclair, CA 91763

Webinar Link

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

Dial

1-669-900-6833

Meeting ID

937-1715-0550



**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, February 21, 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 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. Police Department Citizen Valor Award Presented to Vincent Duarte

VI. PUBLIC COMMENT

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

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

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

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

A. Approval of Minutes

- 1. Regular Joint Meeting — February 6, 2023 [CC/SA/MHC/MHA/MCF] 82

B. Administrative Reports

- 1. Consider Receiving and Filing of Treasurer’s Report [CC] 5
- 2. Consider Approval of Warrant Register & Payroll Documentation [CC] 6
- 3. Consider Receiving and Filing of Treasurer’s Report [SA] 7
- 4. Consider Approval of Warrant Register [SA] 8
- 5. Consider Receiving and Filing of Treasurer’s Report [MHC] 9
- 6. Consider Approval of Warrant Register [MHC] 10
- 7. Consider Receiving and Filing of Treasurer’s Report [MHA] 11
- 8. Consider Approval of Warrant Register [MHA] 12
- 9. Consider Approval of the Filing of a Notice of Completion with the San Bernardino County Recorder for the CDBG Target Area Alley Improvement Project Constructed By Gentry Brothers, Inc. [CC]
Consider Authorizing the Release of Retention of the Payment Bond 30 Days After Recordation of the Notice of Completion [CC] 13
- 10. Consider Authorizing Replacement of the Evaporative Cooler Section of the Police Department Shooting Range Ventilation System [CC] 15
- 11. Consider Authorizing a \$1600 Appropriation from the Federal Asset Forfeiture Fund to Purchase Badges for Non-Sworn Police Department Personnel [CC] 17
- 12. Consider Approval of the Purchase of Replacement Equipment for the Recreation Center Weight Room from Complete Gym Solutions [CC] 18

C. Agreements

- 1. Consider Approval of Agreement Nos. 23-06, 23-07, and 23-08 with Montclair Little League and Golden Girls Softball League for Use of Ball Field Facilities, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 19
- 2. Consider Award of Contract to PUB Construction, Inc., in the Amount of \$5,461,739.03 for Construction of the Reeder Ranch Park Project [CC]
Consider Approval of Agreement No. 23-11 with PUB Construction, Inc., for Construction of the Reeder Ranch Park Project, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]

Consider Authorizing an Additional \$900,000 Appropriation from 2021 Lease Revenue Bond Funds for Construction of the Reeder Ranch Park Project [CC]

Consider Authorizing of a \$575,260.97 Construction Contingency for Construction of the Reeder Ranch Park Project [CC]

41

3. Consider Approval of Agreement No. 23-12 with Action Target, Inc., for the Purchase of an Upgraded Target System in the Police Department Firearms Shooting Range, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]

Consider Authorizing a \$90,800 Appropriation from the Federal Asset Forfeiture Fund to Purchase the Upgraded Target System from Action Target, Inc. [CC]

48

4. Consider Approval of Agreement No. 23-13 Amending Agreement No. 20-41 with San Bernardino County Transportation Authority for Phase II of the Montclair Metrolink Transcenter Accessibility Improvement Project, Subject to Any Revisions Deemed Necessary by the City Attorney [CC]

75

5. Consider Approval of Agreement No. 23-14 with the City of Ontario for the Purchase of Unused Recycled Water Base Entitlement [CC]

Consider Authorizing City Manager Edward C. Starr to Sign Said Agreement [CC]

79

D. Resolutions — None

IX. PULLED CONSENT CALENDAR ITEMS

X. COUNCIL WORKSHOP

A. Fiscal Year 2022-23 Midyear Budget Review

(The City Council may consider continuing this item to an adjourned meeting on Wednesday, February 22, 2023, at 6:00 p.m. in the City Council Chambers)

XI. COMMUNICATIONS

A. Department Reports

1. Human Services Department — Upcoming Events & Programs

B. City Attorney

1. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations [CC]

Property: APN 1010-281-11-0000

Negotiating Parties: City of Montclair and Tessier D Living Trust

City Negotiator: Edward C. Starr, City Manager

Under Negotiation: Recommendations Regarding Purchase Price

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

Property: APN 1009-273-25-0000

Negotiating Parties: City of Montclair and Andrea Monique Meneses

City Negotiator: Edward C. Starr, City Manager

Under Negotiation: Recommendations Regarding Purchase Price

- C. City Manager/Executive Director
- D. Mayor/Chairperson
- E. Council Members/Directors
- F. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Personnel Committee Meeting — February 6, 2023 [CC]

81

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, March 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 to request documents via e-mail.

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

I, Andrea M. Myrick, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the City's website at <https://www.cityofmontclair.org/agendas/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, February 16, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	FIN520
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	J. KULBECK
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending January 31, 2023.

BACKGROUND: Included in the City Council's agenda packet is a copy of the Treasurer's Report for the period ending January 31, 2023.

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 January 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	2	PREPARER:	A. VONG/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

BACKGROUND: Mayor Pro Tem Johnson has examined the Warrant Register dated February 21, 2023, and the Payroll Documentation dated January 15, 2023, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated February 21, 2023, totals \$2,017,782.10.

The Payroll Documentation dated January 15, 2023 totals \$697,828.90 gross, with \$495,833.21 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	FIN510
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	3	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors (Successor Agency Board) is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending January 31, 2023, 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 January 31, 2023.

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 January 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	FIN530
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	4	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending January 31, 2023, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Successor to the Redevelopment Agency Warrant Register dated 01.01.23-01.31.23 in the amounts of \$8,214.88 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 January 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	5	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending January 31, 2023, 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 January 31, 2023.

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 January 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	6	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending January 31, 2023, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Warrant Register dated 01.01.23-01.31.23 in the amount of \$43,756.39 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 January 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	7	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending January 31, 2023, 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 January 31, 2023.

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 January 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	8	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to consider receiving and filing the Warrant Register for the month ending January 31, 2023, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Warrant Register dated 01.01.23-01.31.23 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 January 31, 2023.



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 21, 2023 **FILE I.D.:** GRT050-C/STA050
SECTION: CONSENT - ADMIN. REPORTS **DEPT.:** PUBLIC WORKS
ITEM NO.: 9 **PREPARER:** S. STANTON

SUBJECT: CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION WITH THE SAN BERNARDINO COUNTY RECORDER FOR THE CDBG TARGET AREA ALLEY IMPROVEMENT PROJECT CONSTRUCTED BY GENTRY BROTHERS, INC.

CONSIDER AUTHORIZING THE RELEASE OF RETENTION OF THE PAYMENT BOND 30 DAYS AFTER RECORDATION OF THE NOTICE OF COMPLETION

REASON FOR CONSIDERATION: State law requires Notice of Completions to be recorded with the County Recorder upon completion and acceptance of a Public Works project. The City Council is requested to consider approving the filing of a Notice of Completion with the San Bernardino County Recorder's Office and taking related actions concerning the CDBG Target Area Alley Improvement Project.

BACKGROUND: On September 19, 2022, staff requested that City Council authorize the CDBG Target Area Alley Improvement Project advertisement.

As part of that request, staff also requested that City Council authorize City Manager Starr the authority to award a construction contract due to time constraints with the funding source.

On October 10, 2022, City Manager Starr awarded a construction contract for the CDBG Target Area Alley Improvement Project for \$979,909.28 to Gentry Brothers, Inc., and entered into Agreement No. 22-104.

During construction, there were no change orders; however, amended quantities of asphalt and concrete ultimately increased the overall project cost. The final construction cost was \$994,717.38, resulting in the use of \$14,808.10 of the construction contingency.

FISCAL IMPACT: The total construction cost for the CDBG Target Area Alley Improvement Project was \$994,717.38. The City was granted a total amount of \$849,440 of Community Development Block Grant funds and the remaining \$145,277.38 will come from 2021 Lease Revenue Bond Proceeds.

RECOMMENDATION: Staff recommends that the City Council take the following actions related to the CDBG Target Area Alley Improvement Project:

1. Approve the filing of a Notice of Completion with the San Bernardino County Recorder for the CDBG Target Area Alley Improvement Project constructed by Gentry Brothers, Inc.; and
2. Authorize the release of retention of the payment bond 30 days after recordation of the Notice of Completion.

RECORDING REQUESTED BY:

City of Montclair
5111 Benito Street
Montclair, CA 91763

**AND WHEN RECORDED MAIL
DOCUMENT AND TAX STATEMENT TO:**

Same as above

RECORDER:

Record without fee subject to
Govt. Code 6103

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

ASSESSOR'S PARCEL NUMBER(S): Various Locations

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The name of the property is: CDBG Target Area Alley Improvement Project
3. Full address of the undersigned is: Monica Heredia, Director of Public Works/City Engineer
5111 Benito Street
Montclair, CA 91763
4. The nature of the title of the undersigned is: In Fee
5. The work of improvement on the property hereinafter described was completed on: 1st day of February 2023
6. The name of the CONTRACTOR for such work of improvement was:
Gentry Brothers, Inc., 384 Live OAK Ave., Irwindale, CA 91706
7. The property on which said work or improvement was completed is in the County of San Bernardino, State of California, more particularly described as follows: Various Locations
CDBG Target Area Alley Improvement Project: Concrete and asphalt replacement.

VERIFICATION

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice. I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: February 21, 2023, at 5111 Benito Street, Montclair, California

BY: _____
Monica Heredia, Public Works Director/City Engineer
City of Montclair



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	PUB355
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	10	PREPARER:	M. PARADIS
SUBJECT:	CONSIDER AUTHORIZING REPLACEMENT OF THE EVAPORATIVE COOLER SECTION OF THE POLICE DEPARTMENT SHOOTING RANGE VENTILATION SYSTEM		

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the replacement of the evaporative cooler section of the Police Department shooting range ventilation system. Pursuant to the City of Montclair Purchasing Manual, purchases exceeding \$15,000 require City Council approval.

BACKGROUND: The evaporative cooler section of the Police Department shooting range ventilation system has a water reservoir, a water pump, and spray heads to wet a fibrous material. Air is pulled through the wet fibrous material to cool the shooting range through evaporation. The evaporative cooler section is rusted and has visible holes from normal use of the ventilation system.

Staff obtained an estimate from Air-Ex Air Conditioning, Inc. for a factory built replacement section. Air-Ex Air Conditioning is considered the Vendor of Choice for the Police Department HVAC Systems as they are experts in the Carrier Controls System that is installed on all City HVAC units.

FISCAL IMPACT: Funding in the amount of \$60,000 was included in the FY 2022/2023 budget. The cost to install the new evaporative cooler section is quoted at \$55,496, allowing for a \$4,504 contingency.

RECOMMENDATION: Staff recommends City Council authorize replacement of the evaporative cooler section of the Police Department shooting range ventilation system.



Air-Ex Air Conditioning, Inc.

157 Gentry Street · Pomona · California 91767-2184

"THE AIR CONDITIONING EXPERTS"

Union Locals SMW 105 & P/P 250 · Licenses B, C-4, C-7 & C-20

Tel (909) 596-6856 / Fax (909) 596-3255

CA D.I.R.# 1000001263

St. Lic. #418759

Support Services Proposal

Monday, December 5, 2022

CITY OF MONTCLAIR
PO BOX 2308
MONTCLAIR, CA 91763

Attention: Mathew Paradis

Project Information

Regarding: Airex Evap Cooler Replacement
Site Name: Police Department
Address & City: Montclair, CA

Dear Mathew,

Thank you for the opportunity to be of service to you and the City of Montclair. The following proposal includes the labor and material to remove and replace the entire Airex Evaporative Cooler section that supplies the gun range at the location above.

New unit is made entirely of stainless steel. Current lead time is 16-18 weeks from approval

Scope of Work:

1. Lock-out, tag-out electrical for equipment being replaced.
2. Prepare unit for removal by disconnecting all electrical and water and lines.
3. Provide crane and labor to remove and replace unit.
4. Once installed, reconnect all electrical, water and drain lines.
5. Start-up and commissioning to be performed by Air-Ex to ensure unit is in proper working order.
6. Start-up data will be documented for customers records.
7. Remove trash and debris from the above scope of work to Air-Ex refuse container.

Exclusions:

- X Permits or permit fees
- X Drawings
- X Work outside the stated scope
- X Repair or replacement of other components or systems
- X Freight (Billed separately)

Work Hours: when services to be performed

- X 6am to 4:30pm Monday thru Friday

Pricing :

Price:* **\$55,496.00**

Fixed price, valid for 30 Days

*Bonds are included

Your business is important to us. Our goal is to provide quality services with lasting results by supporting you and your building's systems. If the scope of the proposed work and its listed price is acceptable, please provide your authorized signature below so that we may schedule the work requested. Should you have any questions, feel free to give us a call.

Respectfully,

Paul Stube

Paul Stube
Service Manager
p.stube@air-ex.com

Authorized Signature:

By: _____

Name: _____

By acceptance of said services, buyer/owner agrees to pay 1 1/2% per month service charge on all past due accounts, as well as any attorney's fees and collection costs incurred.

Emergency Service after Hours Call: (909) 596-6856

Air-Ex Air Conditioning Inc. warrants its own labor for 90 days on equipment repaired. Air-Ex Air Conditioning Inc. does not warrant nor is it liable for equipment or any consequential damages resulting from any breakdown or defect there in. Buyer/owner shall look to the manufacture for any applicable warranties. Not responsible for mold abatement or mold growth. The foregoing warranty is made in lieu of and in consideration for, the waiver of all other warranties, expressed or implied, and there are no other warranties except the foregoing.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	PDT950
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	11	PREPARER:	M. BUTLER
SUBJECT:	CONSIDER AUTHORIZING A \$1,600 APPROPRIATION FROM THE FEDERAL ASSET FORFEITURE FUND TO PURCHASE BADGES FOR NON-SWORN POLICE DEPARTMENT PERSONNEL		

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$1,600 appropriation from the Federal Asset Forfeiture Fund to purchase badges for non-sworn Police Department personnel.

BACKGROUND: In May 2022, the City Council authorized the purchase of new uniforms for non-sworn Police Department staff, which included badges. Police employees who work in the Records Bureau, Dispatch Center, and Evidence were authorized to purchase one Class A uniform and two Class C uniforms to give non-sworn station personnel a more professional, consistent look.

The Department is now requesting to use Federal Asset Forfeiture funds to purchase additional badges for vacant, non-sworn Records Bureau and Dispatch positions as well as vacant Cadet positions in anticipation of hiring new employees to fill these vacancies. A total of 13 badges would be purchased.

The selected vendor for this purchase, Sun Badge Company, has the Department's current badge design and is offering a five percent discount.

FISCAL IMPACT: If authorized by the City Council, funding for badges for non-sworn police station personnel would result in an appropriation from the Federal Asset Forfeiture Fund 1147 in the amount of \$1,600.

RECOMMENDATION: Staff recommends the City Council authorize a \$1,600 appropriation from the Federal Asset Forfeiture Fund to purchase badges for non-sworn Police Department personnel.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	HSV070, ATH215, 218, 020
SECTION:	CONSENT - AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	1	PREPARER:	F. SALTOS
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NOS. 23-06, 23-07, AND 23-08 WITH MONTCLAIR LITTLE LEAGUE AND GOLDEN GIRLS SOFTBALL LEAGUE FOR USE OF BALL FIELD FACILITIES, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: Montclair Little League and Golden Girls Softball League (the Leagues) have requested the use of City facilities for their spring sports activities.

Copies of Agreement Nos. 23-06, 23-07, and 23-08 are attached for City Council review and consideration.

BACKGROUND: Pursuant to Agreement Nos. 23-06 and 23-07, Montclair Little League is requesting the use of the two southern and two northern fields at Saratoga Park and the southern field at Kingsley Park on weekdays and Saturdays for its baseball activities. Pursuant to Agreement No. 23-08, Golden Girls Softball League would use the two fields at Vernon Park for its softball activities on weekdays and Saturdays. Sunday field use by all leagues is not permitted.

The Leagues have each requested the use of lights for activities that may be conducted after dark. The cost of electrical services associated with such lighting and alarm fees will be covered by the City. In addition the City of Montclair will have Public Works custodians clean the restrooms. The Leagues are responsible to provide a deposit of \$300 for a cleaning fee if needed during the contract period.

FISCAL IMPACT: Approval of the proposed Agreements would result in a cost to the City of approximately \$25,000 total in lighting and alarm fees and \$6,200 in restroom cleaning fees through Public Works Department, for a total of \$31,200. Maintenance costs for the fields are incorporated in the Fiscal Year 2022-23 Budget. The terms of proposed Agreement Nos. 23-06, 23-07, and 23-08 with Montclair Little League and Golden Girls Softball League are from February 21, 2023, through August 31, 2023.

RECOMMENDATION: Staff recommends the City Council approve Agreement Nos. 23-06, 23-07, and 23-08 with Montclair Little League and Golden Girls Softball League for use of ball field facilities, subject to any revisions deemed necessary by the City Attorney.

**AGREEMENT NO. 23-06
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF SARATOGA PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

WHEREAS, CITY presently has baseball fields in Saratoga Park (two northern and two southern fields) generally located at the southwest corner of Vernon Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) conditioning at such times and hours set forth in Section 1(aa). The term of this Agreement is for February 22, 2023 through August 31, 2023.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Provide CITY a list of all your participants and coaches. All must sign CITY approved waiver and submit to CITY liaison prior to participating.
- b. Not to use the premises for any other purpose, except as above indicated.
- c. Not to sublet the field.
- d. Not to make any improvements or alterations on said premises.
- e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.
- h. Not to disconnect or make changes to existing phone line account.
- i. Not to allow hitting balls into the chain link fences for batting practice.

- j. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- k. To provide a special parking area for participants in the Challenger Division, at the times of their games, by cordoning off the southeast portion of the parking lot; to provide the equipment and personnel needed to set up the special parking area; to see that all equipment is removed and properly stored after each use; to provide personnel to monitor the cordoned off area during its use.
- l. CITY to maintain restroom facilities and CITY to furnish all supplies for each well- maintained restroom. LEAGUE to police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition deemed acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- m. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, grills, screens, exhaust hoods, mop all floors and clean countertops and utensils after each day's use and leave the snack bar in a condition deemed acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items used for snack bar operations.
- n. To ensure when a barbecue is used (a permit is required to be obtained by Department of Public Health), it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. All safety and health regulations set forth by the County of San Bernardino Department of Public Health must be followed. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- o. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, restrooms, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for, maintained and cleaned. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

- p. To conform to all safety and health regulations set forth by the County of San Bernardino Department of Public Health and register your snack bar as Pre-packaged. Maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- q. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- r. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Department at 625-9480. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- s. If LEAGUE elects to use lights for activities conducted after dark, the CITY will provide electrical services associated with lights at no charge to the LEAGUE.
- t. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of any incurred damages to facilities associated with the LEAGUE. In the event all potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- u. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- v. To provide CITY with participant rosters, practice and game schedules. Also, sixty percent of league participants must live in Montclair and provide verification such as registration forms.
- w. To provide CITY with financial statements upon request for audit purposes.
- x. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- y. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- aa. It is agreed that LEAGUE may use said baseball fields from February 22, 2023, through August 31, 2023, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No games or activities will be conducted past 9:45 p.m.

- bb. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- cc. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- dd. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- ee. To conduct all operations in compliance with the Americans with Disabilities Act.
- ff. The use of City facilities for room reservations by the LEAGUE are not available at this time. In the event they become available the City will notify LEAGUE. City recommends Zoom meetings.
- gg. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3 feet by 5 feet. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2 inches. The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc., and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said

banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

- hh. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no greater than what may be required to provide adequate coverage over dug outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.
- ii. Locks are issued by the City to secure areas of the park and have access to those areas such as snack bar shutters for maintenance. If locks are needed to replace a lost or damaged lock contact the City immediately. The League at no time shall use personal locks to secure any area. If a personal lock is found the League will be notified and will have 24 hours to remove it. If not removed the City will remove it by any means necessary and the City will not be held responsible for the League's lock.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. Upon approval of the Director of Human Services, LEAGUE's cleaning deposit shall rollover any unused monies into the next Agreement.
- g. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.
- h. To provide alarm service at no charge to LEAGUE.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities. 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 LEAGUE at least ten (10) days prior written notice.

APPROVED AND ADOPTED this _____ day of _____, 2023.

LEAGUE:

CITY:

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Javier John Dutrey
Mayor

Secretary

ATTEST:

Andrea M. Myrick
City Clerk

CITY OF MONTCLAIR
 CONTACT LIST FOR SPORTS LEAGUES
 FEBRUARY 2023

Reason for Contact	Authority	Contact	Telephone Number
After-Hours/ Emergency	Montclair Police Department	Dispatch	(909) 621-4771 9-1-1 (Emergency)
Sports League Administration	City's Sports League Liaison	Fernando Saltos	(909) 625-9496
Building Maintenance	Pub. Works Facilities/Maint. Asst. Manager	Mathew Paradis	(909) 625-9443 Cell: (909) 721-1860
Grounds Maintenance	Public Works Operations Asst. Manager	Alex Cardona	(909) 625-9467 Cell: (909) 762-1372
Vandalism	Public Works Department		(909) 625-9480
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429

**AGREEMENT NO. 23-07
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF KINGSLEY PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

WHEREAS, CITY presently has a baseball field generally located at the northwest end of Kingsley Elementary School at Benson Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball conditioning at such times and hours set forth in Section 1(y). The term of this Agreement is for February 22, 2023 through August 31, 2023.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Provide CITY a list of all your participants and coaches. All must sign CITY approved waiver and submit to CITY liaison prior to participating.
- b. Not to use the premises for any other purpose, except as above indicated.
- c. Not to sublet the field.
- d. Not to make any improvements or alterations on said premises.
- e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.
- h. Not to disconnect or make changes to existing phone line account.
- i. Not to allow hitting balls into the chain link fences for batting practice.

- j. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- k. CITY to maintain restroom facilities and CITY to furnish all supplies for each well- maintained restroom. LEAGUE to police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition deemed acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, grills, screens, exhaust hoods, mop all floors and clean countertops and utensils after each day's use and leave the snack bar in a condition deemed acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items used for snack bar operations.
- m. To ensure when a barbecue is used (a permit is required to be obtained by Department of Public Health), it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. All safety and health regulations set forth by the County of San Bernardino Department of Public Health must be followed. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- n. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, restrooms, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for, maintained and cleaned. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- o. To conform to all safety and health regulations set forth by the County of San Bernardino Department of Public Health and register your snack bar as Pre-packaged. Maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Department at 625-9480. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- r. If LEAGUE elects to use lights for activities conducted after dark, the CITY will provide electrical services associated with lights at no charge to the LEAGUE.
- s. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of any incurred damages to facilities associated with the LEAGUE. In the event all potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- t. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, and conditioning schedules. Also, sixty percent of league participants must live in Montclair and provide verification such as registration forms.
- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from February 22, 2023, through August 31, 2023, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m.. No games or activities will be conducted past 9:45 p.m.
- z. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at

least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- aa. INDEMNIFICATION: LEAGUE shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. The use of City facilities for room reservations by the LEAGUE are not available at this time. In the event they become available the City will notify LEAGUE. City recommends Zoom meetings.
- ee. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.
- ff. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no greater than what may be required to provide adequate coverage over dug

outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.

- gg. Locks are issued by the City to secure areas of the park and have access to those areas such as snack bar shutters for maintenance. If locks are needed to replace a lost or damaged lock contact the City immediately. The League at no time shall use personal locks to secure any area. If a personal lock is found the League will be notified and will have 24 hours to remove it. If not removed the City will remove it by any means necessary and the City will not be held responsible for the League's lock.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. Upon approval of the Director of Human Services, LEAGUE's cleaning deposit shall rollover any unused monies into the next Agreement.
- g. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.
- h. To provide alarm service at no charge to LEAGUE.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities. 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 LEAGUE at least ten (10) days prior written notice.

APPROVED AND ADOPTED this ____ day of _____, 2023.

LEAGUE:

CITY:

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Javier John Dutrey
Mayor

Secretary

ATTEST:

Andrea M. Myrick
City Clerk

**CITY OF MONTCLAIR
CONTACT LIST FOR SPORTS LEAGUES
FEBRUARY 2023**

Reason for Contact	Authority	Contact	Telephone Number
After-Hours/ Emergency	Montclair Police Department	Dispatch	(909) 621-4771 9-1-1 (Emergency)
Sports League Administration	City's Sports League Liaison	Fernando Saltos	(909) 625-9496
Building Maintenance	Pub. Works Facilities/Maint. Asst. Manager	Mathew Paradis	(909) 625-9443 Cell: (909) 721-1860
Grounds Maintenance	Public Works Operations Asst. Manager	Alex Cardona	(909) 625-9467 Cell: (909) 762-1372
Vandalism	Public Works Department		(909) 625-9480
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429

**AGREEMENT NO. 23-08
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE
FOR USE OF VERNON PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

WHEREAS, CITY presently has softball fields (the east and west fields) generally located at the southeast corner of the Vernon Junior High School complex, south of the corner of Benson Avenue and San Bernardino Street, Montclair, California; and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball conditioning at such times and hours set forth in Section 1(y). The term of this Agreement is for February 22, 2023 through August 31, 2023.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Provide CITY a list of all your participants and coaches. All must sign CITY approved waiver and submit to CITY liaison prior to participating.
- b. Not to use the premises for any other purpose, except as above indicated.
- c. Not to permit practice sessions in the southeast quadrant of the field; to provide specific written notice to each coach and, in turn, obtain written confirmation from each coach.
- d. Not to sublet the field.
- e. Not to make any improvements or alterations on said premises.
- f. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- g. Not to erect any barriers or fences of any kind unless approved by CITY.
- h. Not to use herbicides at the park for any purpose.

- i. Not to disconnect or make changes to existing phone line account
- j. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- k. CITY to maintain restroom facilities and CITY to furnish all supplies for each well- maintained restroom. LEAGUE to police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition deemed acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, grills, screens, exhaust hoods, mop all floors and clean countertops and utensils after each day's use and leave the snack bar in a condition deemed acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items used for snack bar operations.
- m. To ensure when a barbecue is used (a permit is required to be obtained by Department of Public Health), it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. All safety and health regulations set forth by the County of San Bernardino Department of Public Health must be followed. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- n. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, restrooms, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for, maintained and cleaned. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- o. To conform to all safety and health regulations set forth by the County of San Bernardino Department of Public Health and register your snackbar as Pre-packaged. Maintain all CITY-installed facilities and equipment in their

original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

- p. To be responsible for all costs as a result of lost or stolen keys.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Department at 625-9480. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- r. If LEAGUE elects to use lights for activities conducted after dark, the CITY will provide electrical services associated with lights at no charge to the LEAGUE.
- s. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of any incurred damages to facilities associated with the LEAGUE. In the event all potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- t. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, and conditioning schedules. Also, sixty percent of league participants must live in Montclair and provide verification such as registration forms.
- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from February 22, 2023, through August 31, 2023, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m.. No games or activities will be conducted past 9:45 p.m.
- z. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at

least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- aa. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages, to the maximum extent permitted by law.
- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. The use of City facilities for room reservations by the LEAGUE are not available at this time. In the event they become available the City will notify LEAGUE. City recommends Zoom meetings.
- ee. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.
- ff. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no greater than what may be required to provide adequate coverage over dug

outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.

- gg. Locks are issued by the City to secure areas of the park and have access to those areas such as snack bar shutters for maintenance. If locks are needed to replace a lost or damaged lock contact the City immediately. The League at no time shall use personal locks to secure any area. If a personal lock is found the League will be notified and will have 24 hours to remove it. If not removed the City will remove it by any means necessary and the City will not be held responsible for the League's lock.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. Upon approval of the Director of Human Services, LEAGUE's cleaning deposit shall rollover any unused monies into the next Agreement.
- f. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused use of CITY facilities. 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 LEAGUE at least ten (10) days prior written notice.

APPROVED AND ADOPTED this ____ day of _____, 2023.

LEAGUE:

CITY:

GOLDEN GIRLS SOFTBALL

CITY OF MONTCLAIR

President

Javier John Dutrey
Mayor

Secretary

ATTEST:

Andrea M. Myrick
City Clerk

**CITY OF MONTCLAIR
CONTACT LIST FOR SPORTS LEAGUES
FEBRUARY 2023**

Reason for Contact	Authority	Contact	Telephone Number
After-Hours/ Emergency	Montclair Police Department	Dispatch	(909) 621-4771 9-1-1 (Emergency)
Sports League Administration	City's Sports League Liaison	Fernando Saltos	(909) 625-9496
Building Maintenance	Pub. Works Facilities/Maint. Asst. Manager	Mathew Paradis	(909) 625-9443 Cell: (909) 721-1860
Grounds Maintenance	Public Works Operations Asst. Manager	Alex Cardona	(909) 625-9467 Cell: (909) 762-1372
Vandalism	Public Works Department		(909) 625-9480
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 21, 2023 **FILE I.D.:** PRK025
SECTION: CONSENT - AGREEMENTS **DEPT.:** PUBLIC WORKS
ITEM NO.: 2 **PREPARER:** R. ORTEGA

SUBJECT: CONSIDER AWARD OF CONTRACT TO PUB CONSTRUCTION, INC., IN THE AMOUNT OF \$5,461,739.03 FOR CONSTRUCTION OF THE REEDER RANCH PARK PROJECT

CONSIDER APPROVAL OF AGREEMENT NO. 23-11 WITH PUB CONSTRUCTION, INC., FOR CONSTRUCTION OF THE REEDER RANCH PARK PROJECT, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER AUTHORIZING AN ADDITIONAL \$900,000 APPROPRIATION FROM 2021 LEASE REVENUE BOND FUNDS FOR CONSTRUCTION OF THE REEDER RANCH PARK PROJECT

CONSIDER AUTHORIZING A \$575,260.97 CONSTRUCTION CONTINGENCY FOR CONSTRUCTION OF THE REEDER RANCH PARK PROJECT

REASON FOR CONSIDERATION: The City Council is requested to consider awarding a contract to and approving Agreement No. 23-11 with PUB Construction, Inc., in the amount of \$5,461,739.03, authorizing a \$900,000 appropriation from 2021 Lease Revenue Bond funds, and authorizing a \$575,260.97 contingency for construction of the Reeder Ranch Project.

A copy of proposed Agreement No. 23-11 is attached for the City Council's 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 construction of a new park on a City-owned lot adjacent to the Reeder Citrus Ranch property. The grant was awarded to the City to design and build Reeder Ranch Park, a 1.56-acre neighborhood multi-benefit park with athletic and passive recreational play opportunities. The park will include a 2,500 square-foot recreational building, bike racks, fruit trees, a fitness equipment area, lighting throughout the park, a parking lot, a playground, as well as benches and companion seating around the playground and barbeque area.

During the design process, staff determined that additional space will be needed for storage and office space. Staff elected to increase the building size by approximately 550 square feet. The added space will add functionality to the multipurpose room by allowing room for storage, a receptionist, a research room, and a hallway that leads to the fitness center.

The City will receive \$5,137,000 in grant funding for the new park. The grant is very specific, allowing for construction of a 2,500-square-foot Community Center. Therefore, the grant will not cover the additional square footage discussed above. Additionally, staff is asking for a 10.5% construction contingency in the amount of \$575,260.97. Overall, staff is requesting an additional \$900,000 to complete the overall construction of the Reeder Ranch Park Project. Any unused funds will be returned to the 2021 Lease Revenue Fund account.

On December 15, 2022, City Council approved the Reeder Ranch Park Project advertisement for bids for construction. The Project was advertised on Planet Bids from December 6, 2022, to January 19, 2023. On January 19, 2023, the City received and opened eight bid proposals for the Project as follows:

<i>Bidder</i>	<i>Bid Amount</i>
PUB Construction, Inc.	\$5,461,739.03
RC Construction	\$6,033,483.00
JT Construction Group, Inc.	\$6,478,791,74
Nationwide Contracting Services, Inc.	\$7,230,000.00
Horizons Construction Company Int'l Inc.	\$7,689,600.00
R.T Contractor Corp.	\$8,220,000.00
PCN3, Inc.	\$8,242,000.00
Woodcliff Corporation	\$8,647,000.00

Following the bid opening, eight proposals were reviewed for completeness and accuracy. The bid proposal from the apparent low bidder, PUB Construction, Inc., provided all required documents and was deemed the lowest responsible, responsive bidder for the Project. PUB Construction, Inc. has never performed work for the City. Based on a reference check of their prior work experiences in construction, PUB Construction, Inc. is known to have the personnel, equipment, and job experience necessary to complete this contract in accordance with the project specifications.

The City Engineer has reviewed the project plans and specifications and determined that they conform to applicable statutes, codes, standards, and guidelines. The anticipated start of construction is the summer of 2023 for a duration of 16 months.

FISCAL IMPACT: The Reeder Ranch Park Project will be funded by the Statewide Park Development and Community Revitalization Program Grant Fund in the amount of \$5,137,000. The additional \$900,000 requested from 2021 Lease Revenue Bond funds would be used to complete the construction of the Project.

RECOMMENDATION: Staff recommends that the City Council take the following actions in relation to the Reeder Ranch Park Project:

1. Award a contract to PUB Construction, Inc., in the amount of \$5,461,739.03 for construction of the Project.
2. Approve Agreement No. 23-11 with PUB Construction, Inc., for the construction of the Project, subject to any revisions deemed necessary by the City Attorney.
3. Authorize an additional \$900,000 appropriation from 2021 Lease Revenue Bond funds for construction of the Project; and
4. Authorize a \$575,260.97 construction contingency for construction of the Project.

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **PUB CONSTRUCTION, INC.**, a **CORPORATION**, hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

- (i) Pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice.
- (ii) CITY did accept the bid of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:
- (iv)

CONSTRUCTION OF REEDER RANCH PARK

"PROJECT" hereinafter.

B. Resolution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.
3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher,

for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

4. GOVERNING LAW: The City and Contractor 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.

5. INSURANCE: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of §3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- (1) Public Liability - Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability - Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Contractor's Protective - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (4) Contractor's Protective - Property Damage \$500,000 each accident; \$1,000,000 aggregate.

- (5) Automobile - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
 - (6) Automobile - Property Damage \$500,000 each accident.
- c. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:
- (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
 - (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.
- d. Each such policy of insurance provided for in paragraph b. shall:
- (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California;
 - (2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
 - (4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
 - (5) Otherwise be in form satisfactory to CITY.
- e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraphs a. and b., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.

6. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the

materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Money due to the CONTRACTOR under and by virtue of the contract, as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

7. **NONDISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

8. **INELIGIBLE SUBCONTRACTORS:** The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777.1 and § 1777.7 of the Labor Code.

9. **CONTRACT PRICE AND PAYMENT:** CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **January, 19, 2023**.

10. **ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR

CITY

PUB CONSTRUCTION, INC.
23545 Palomino Dr. #104
Diamond Bar, Ca. 91765

CITY OF MONTCLAIR, CALIFORNIA
5111 Benito Street
Montclair, CA 91763

By: _____

Javier "John" Dutrey
Mayor

Name, Title

ATTEST:

By: _____

Andrea M. Myrick
City Clerk

Name, Title

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 21, 2023

FILE I.D.: PDT725

SECTION: CONSENT - AGREEMENTS

DEPT.: POLICE

ITEM NO.: 3

PREPARER: J. MICHEL

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 23-12 WITH ACTION TARGET, INC., FOR THE PURCHASE OF AN UPGRADED TARGET SYSTEM IN THE POLICE DEPARTMENT FIREARMS SHOOTING RANGE, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

CONSIDER AUTHORIZING A \$90,800 APPROPRIATION FROM THE FEDERAL ASSET FORFEITURE FUND TO PURCHASE THE UPGRADED TARGET SYSTEM FROM ACTION TARGET, INC.

REASON FOR CONSIDERATION: The Police Department Firearms Shooting Range is used collectively by Department personnel and by contracted allied agencies multiple times per month. Its target system is in need of replacement due to expected wear from use that has occurred over the past 14 years, and replacement parts have become obsolete. The City Council is requested to consider approval of Agreement No. 23-12 with Action Target, Inc., for the purchase of an upgraded target system in the Department's firearms range. The City Council is also requested to consider authorizing a \$90,800 appropriation from the Federal Asset Forfeiture Fund to cover the cost of the project.

Proposed Agreement No. 23-12 has been approved by the City Attorney and is attached for the City Council's review and consideration.

BACKGROUND: When the Police Department building was completed in 2008, the target system for the Firearms Shooting Range was installed by Mancom (later acquired by Action Target, Inc). Additionally, Action Target was responsible for the installation of the range's overhead ballistic baffles, the ballistic bullet trap, and the ballistic armor plating on the walls of the range. For several years, the range has been used numerous times per month by Montclair Police Department personnel, as well as other allied agencies contracted to use the range, such as the California Highway Patrol (CHP) Rancho Cucamonga Division; CHP Inland Division; and the La Verne and Claremont Police Departments. During this time, the firearms range target system was serviced by Action Target, Inc., who supplies the parts to maintain and repair the five target carriers.

The firearms range is a hostile environment and regular use has taken its toll on these critical and needed components. Bullet strikes to the carriers, which rely on pressure contacts for both power and control signal, have caused additional failures. Ammunition is made of conductive metals and pulverizes or deforms upon impact, causing metallic pieces to be thrown about the target area, which on occasion can strike or short-out critical components despite shielding. The carriers have become obsolete and are no longer supported by Action Target. As a result of over 14 years of operation under these conditions, all five of the carriers have suffered from one or more malfunctions, which are no longer serviceable and a replacement system is needed.

Staff reviewed the original target carrier setup, which is typical of a public shooting range where shooters remain static toward the rear of the range, usually at a fixed shooting distance. The targets move on a target carrier from the shooter out to the desired

distance, and back to the shooter on a carrier track. This style of carrier is desirable for public ranges where control of the shooters on a static line is desired, and no one is allowed onto the open area of the range. However, most law enforcement courses of fire involve tactical movements, reloading, and shooting from varied positions—often within the open area of the range with the targets at a static location at the backstop. Over the last several years, staff has adapted to using the range in this fashion.

In considering the upgrade to the Police Department’s firearms range target system, staff considered other advances in technology in order to expand its ability to provide realistic scenario training. Action Target, Inc. was involved in the original design and installation of our target carrier system and is intimately knowledgeable of our system, its setup, functionality, mounting points for hanging targets, and existing baffle structure. Action Target was consulted and provided input and recommendations based upon the Department’s needs.

The replacement and upgrade offered by Action Target would include the installation of five static turning targets placed at the 25 yard-line, which are much more robust than the moving target style. The targets would be electronically controlled, capable of turning 360 degrees, and could be manually moved left or right and locked into place on a shared lateral track. Additionally, Action Target would retrofit a set of dual lateral moving targets on a separate track located slightly forward of the static turning targets. Their proximity would allow the lateral moving targets to work in conjunction with the static targets, providing valuable “shoot/don’t shoot” scenario training. The lateral moving targets would be programmed at variable speeds, such as walk, jog or run, providing officers training and proficiency in the engagement of moving targets. By design, the motors, electronics, and control systems would be tucked behind the existing ballistic baffles instead of being exposed on a moving carrier, reducing the likelihood of critical components sustaining damage over time that would require maintenance or repairs.

Lastly, Action Target would replace and provide a new, fixed master control screen in the existing Range Control Room, as well as an additional mobile tablet-based control for instructors on the firing line—a valuable upgrade from the existing system. Included in the costs would be the installation of a fixed target carrier at the 50-yard line, and a 2-foot by 19-foot ballistic rubber knee wall at the base of the ballistic rubber bullet trap, aiding in the retention of the rubber media. Based upon Action Target’s familiarity with the existing system and structure, staff determined that Action Target is the sole choice to upgrade the system and to avoid additional costs to remove and replace it with another system. The total cost to contract with Action Target to upgrade the firearms range would be \$90,800.

FISCAL IMPACT: If authorized by the City Council, funding for Agreement No. 23-12 to purchase the target system for the Department’s firearms range would result in an appropriation from Federal Asset Forfeiture Fund 1144 in the amount of \$90,800.

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

1. Approve Agreement No. 23-12 with Action Target, Inc., for the purchase of an upgraded target system in the Police Department Firearms Shooting Range, subject to any revisions deemed necessary by the City Attorney.
2. Authorize a \$90,800 appropriation from the Federal Asset Forfeiture Fund to purchase the upgraded target system from Action Target, Inc.

CITY OF MONTCLAIR

AGREEMENT FOR CONTRACTOR SERVICES

FIREARMS RANGE - TARGET CARRIERS AND CONTROL SYSTEM

THIS AGREEMENT is made and effective as of February 21, 2023, between the City of Montclair, a municipal corporation ("City") and Action Target, Inc., a Utah corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on February 21, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 21, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Contractor shall perform the tasks described and set forth in Exhibit A (Action Target Proposal #138309), attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor 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 Contractor. 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 Contractor's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Contractor, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A and Exhibit B (Milestone Breakdown), attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed \$90,800.00 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor 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. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

Not applicable.

7. DEFAULT OF CONTRACTOR

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

(b) If the City Manager or his/her delegate determines that the Contractor 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 Contractor a written notice of the default. The Contractor 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 Contractor 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) Contractor 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. Contractor 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. Contractor 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 Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor'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, volunteers, mayor, staff, boards, committee 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 or other actions, omissions or conduct 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 Consultant is legally liable, including but not limited to Contractor's officers, agents, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, including all negligent acts or omissions, or

intentional misconduct or other actions, omissions to act or conduct 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 to be 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. 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 for the Indemnified Parties' benefit for any and all damage, fines or penalties, or loss or theft to the property of the City arising out of or related in any way to the negligent acts or omissions, or intentional misconduct or other Contractor conduct or activities and/or conduct or activities of Contractor's officers, agents, 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.

(f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Contractor shall not be responsible for indemnification for claims or losses caused solely by the 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) City's Indemnity Obligations. To the fullest extent permitted by law, City, on behalf of itself shall indemnify, defend and hold the Contractor Parties harmless, of, from and against any and all claims, damages, losses, demands, lawsuits, judgments and costs of suit or defense, including attorney fees (collectively "Claims"), whether for personal injury, property damage, direct or consequential damage, arising out of the negligent acts or omissions, or intentional conduct of the City.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, defense and hold harmless obligations under this paragraph, such legal limitations are made a part of the Agreement and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnity, defense and hold harmless obligations shall continue in full force and effect. City's obligation to defend pursuant to this Section shall be with attorneys satisfactory to the Contractor Parties. The Contractor Parties which are not parties to this Agreement are third-party beneficiaries of the indemnification provision of this paragraph. Notwithstanding anything in the Agreement Documents to the contrary, the indemnification obligations of the City (as set forth in this Section) shall survive any expiration or termination of the Agreement Documents.

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 \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (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 \$2,000,000 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 \$5,000,000 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 official, 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 board as CG 20 38 04 13.

11. INDEPENDENT CONTRACTOR

(a) Contractor 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 Contractor shall at all times be under Contractor'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 Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

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

12. LEGAL RESPONSIBILITIES

The Contractor 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 Contractor 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 Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor 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 Contractor, or from any officer, employee or agent of Contractor, 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 Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, 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 Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors 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 Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. 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) Contractor covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor 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 subcontractor. Contractor further covenants that Contractor 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 Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

To City: Robert Avels
Police Chief
Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763

To Contractor: Action Target, Inc.
3411 Mountain Vista Parkway
Provo, UT 84606

17. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

18. LICENSES

At all times during the term of this Agreement, Contractor 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 Contractor 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. CONTRACT DOCUMENTS

In the event of a conflict between the terms of this Agreement, and the contents of Exhibits "A" and "B" to this Agreement, the terms and conditions of this Agreement shall control and take precedence over all other conflicting or inconsistent terms and conditions contained in Exhibits "A" and "B."

22. CONFIDENTIALITY

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

23. DISCRIMINATION

The Contractor 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 Contractor 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. 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 Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

CITY OF MONTCLAIR

CONTRACTOR

By: _____
Javier John Dutrey, Mayor

By: _____
Name: Scott Wright
Title: Chief Financial Officer

Attest:

By: _____
Andrea M. Myrick, City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

ACTION TARGET PROPOSAL



ACTION TARGET PROPOSAL

MONTCLAIR PD, CA - FL360 & DRM PRO

Quotation Number: 139203

Prepared by: Tyler Mousser



3411 Mountain Vista Pkwy, Provo Ut 84606
ActionTarget.com | 888.377.8033

INDOOR RANGE TARGET SYSTEMS	Price
<p>5 Lane 25 Yard 25' wide</p> <p>(5) Fixed Lateral 360 Electric Turning Targets w/ tablet control</p> <ul style="list-style-type: none"> • Inverted 360 degree electric turning target system • Adjustable target spacing across track • Redundant controls: fixed touchscreen, wireless tablet • Requires (2) 120 v 16 FLA power supplies down range. • (1) up range 120v 16 FLA power supplies • Ballistic shield protection • Includes overhead supports to mount cable hangers to <p>SmartRange Axis - Range Controls</p> <ul style="list-style-type: none"> • (1) Fixed Master Control Screen to simultaneously control both bays • (1) Wireless Tablet Control Screens • Lane management tool to allow range staff to schedule lane time and provides the RSO real time information for safety and training. <p>DRM Pro – Dual Running Man Pro</p> <ul style="list-style-type: none"> • 2 lateral runners • Speeds up to 20 fps • Heavy duty motors • Includes overhead supports to mount cable hangers to • Requires 220v power at the firing line • (1) Up range 120v 16 fla power supply <p>Rubber Block Knee Wall:</p> <ul style="list-style-type: none"> • (20) Rubber Blocks • 24" tall • 19' wide <p>(1) Static target holder</p> <ul style="list-style-type: none"> • To be mounted to the baffle at the 50 yd line <p>Action Target Factory Installation at CA Prevailing Wage Rates</p> <ul style="list-style-type: none"> • Includes Prevailing wages • Does not include demolition or disposal of any kind <p>Action Target Exclusions:</p> <ul style="list-style-type: none"> • All electrical work <p>Full Training of Range Staff</p> <p>Ground Freight</p>	<p>\$90,800.00</p>
<p>Trusted Partner 3-Year Warranty</p> <ul style="list-style-type: none"> • Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects. 	<p>\$0.00</p>

Total **\$90,800.00**

TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

PROPOSAL DATE February 6, 2023

PROPOSAL VALIDITY 30 days from February 6, 2023

PAYMENT TERMS

1. PO with Milestones
2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.
3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal.
4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.

SHIPPING TERMS

1. FOB destination: prepaid.
2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.

DELIVERY & INSTALLATION TERMS

1. Manufacturing shall take no fewer than 18 weeks
2. Full Action target Installation estimated 4 working days..
3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

ACTION TARGET RESPONSIBILITIES

1. Consultation and recommendation of optimal range design.
2. Design of ranges for complete ballistic containment.
3. Procurement, engineering, cutting and painting of ballistic steel plate.
4. Manufacture of targets and control systems.
5. Provision of sound attenuation material as called out on ATI drawings.
6. Design, engineering, and supply of HVAC systems provided by ATI. (if applicable to this project)

**CUSTOMER
RESPONSIBILITIES**

1. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
2. All conduit, A.C. wiring, A.C. electrical connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, plumbing or electrical equipment occurs, it will be the owner's / contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
3. Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment.
4. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
5. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
6. Structural work of any kind, including structural supports, canopies, etc.
7. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, target systems, lighting and HVAC equipment weight loads. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
8. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
9. Temporary lighting and power (including 3 phase, if necessary).
10. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind.
11. 120-volt power to the control panel, control conduits, and dedicated analog phone line to DDC panel, labor to assist ATI's control technician with pulling in all necessary low voltage cable (all control conduits are required to have pull strings installed prior to arrival of ATI's start-up technician), labor and hardware to install DDC control panels in the building and on the roof, dedicated 120-volt circuit to the control pipe and wire for the evaporative cooler section fill and drain valves.
12. Power and disconnect switches to all equipment per local code and manufacturer's requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
13. Range lighting controls and wiring. (unless specifically called out in quote)
14. Gas, water, and drain piping to the ventilation equipment set by ATI;
15. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
16. Additional fees related to "customization" of product or work otherwise identified as "custom".
17. Action Target MUST have temporary internet access at the facility to program HVAC controls. HVAC maintenance personnel must be present for commissioning to learn troubleshooting for post sign-off.
18. Any other work, materials or equipment that is not expressly included in the ATI Work.
19. Disposal of construction waste.
20. Wash area and restroom facilities.

**HVAC
CONDITIONS**

Once the HVAC Equipment Payment is received by ATI, ATI will (i) place an order for the HVAC Equipment supplier, which will begin the Scope of Work Project Schedule time for the HVAC Equipment manufacturing lead time and (ii) ATI will update the pricing of the HVAC Equipment. If the Pricing for the HVAC Equipment has incurred increases from the supplier to ATI, Customer agrees to pay ATI for the difference in the HVAC Equipment pricing, estimated to be between 2% and 5% per month. If any changes to scope, design or layout are requested by the Customer which require a change to be made to the HVAC Equipment ordered after the receipt of the HVAC Equipment, Customer agrees to pay ATI for any increased costs incurred from such changes. If drawings are not approved within 5 months of a signed contract Customer agrees to Pay ATI difference in the HVAC Equipment pricing, estimated to be between 2% and 5% per month.

**CONFIDENTIALITY
COPYRIGHT &
REPRODUCTION**

This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

**TERMS &
CONDITIONS
CLAUSE**

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

TRUSTED PARTNER WARRANTY™

3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.



LEARN MORE

ActionTarget.com/TrustedPartnerWarranty



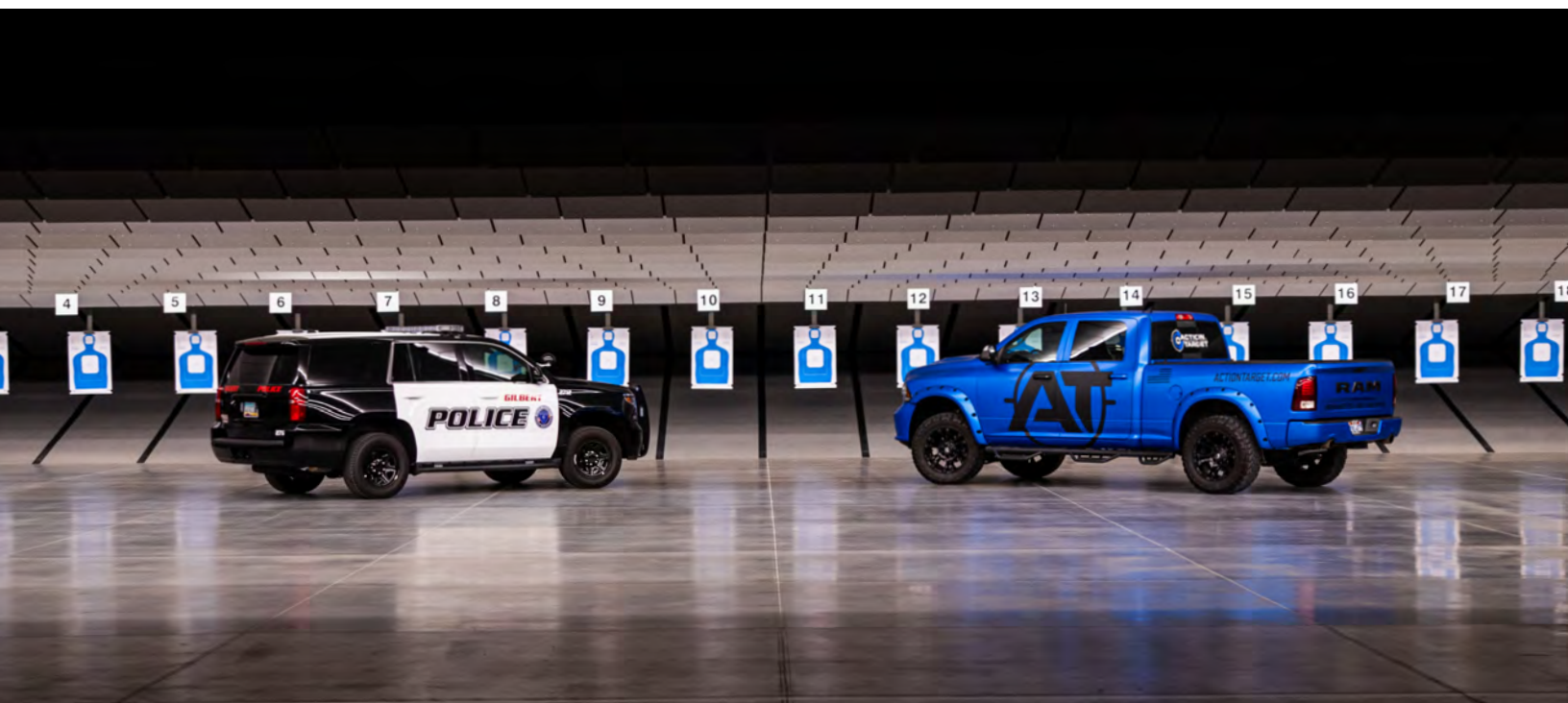
CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Line of Fire™
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™

Customer Support

24/7 Support | Remote Access | Inventory | Nation-Wide Reps | 3-Year Warranty

Action Target is always on call to help with warranty issues. Many items are remotely accessible, allowing us to quickly trouble shoot. We also maintain inventory to minimize service time.



FIXED LATERAL 360

UNIQUE FEATURES, ADVANCED TRAINING

The Fixed Lateral 360 system allows inverted targets to be repositioned laterally along a fixed rail, spaced apart or in groups, without the use of tools. Used in conjunction with the DRM Pro™ target system, these targets can represent bystanders or threats to simulate real-world scenarios.

360° Turning

Targets can turn 90, 180, and 360 degrees in the blink of an eye.

Ballistic

Exposed downrigger is built using AR500 steel to resist damage from bullets.

Quiet

Electric motor operates quietly, preventing shooters from anticipating movement.

Connected

Integrates with our range control software for advanced features and functionality.



LEARN MORE

ActionTarget.com/Fixed-Lateral-360

FEATURES

- 360° Turning
- Ballistic AR500 Steel Downrigger
- Low Maintenance
- Advanced Quick Release Clamp
- Lateral Repositioning
- Electrical



DRM PRO

ENHANCED TRAINING AT YOUR FINGERTIPS

The DRM Pro is a state-of-the-art running man target. Equipped with two independent target carriers, variable speeds up to 20 fps, and programmable scenarios, this system offers shooters the most realistic training available.

Fast

Targets travel at speeds up to 20 FPS for realistic training.

Smart Device Control

The DRM Pro may be controlled on any Wi-Fi enabled device and provides access to service logs for maintenance.

Configuration

Inverted: System is installed behind the last row of ceiling baffles.

Two in One

Dual runners on parallel tracks provide enhanced dynamic training.

Connected

System connects with central range control and nearly any smart device.

Powerful

Heavy-duty inductive motors and hardened pulleys are built to last in any environment.



LEARN MORE

ActionTarget.com/DRM_Pro

FEATURES

- Control Interface Runs on Any Smart Device
- Integrates with Range Control Software
- Variable Speeds Up to 20 FPS
- Target Positions are Accurate Within 6"



SMARTRANGE AXIS™

ENHANCED RANGE CENTRAL CONTROL

SmartRange Axis is a powerful range management solution that gives you full control over target retrievers and lane time.

Lane Management

SmartRange Axis' Lane Management is second to none, offering the ability to enter shooters' names, assign unique permissions, and designate lane time limits.

Unique Permissions

User profiles are created by ranges and assigned to shooters at check-in. Each user profile carries unique permissions for program access and editing, lighting control, and equipment features. This allows ranges to tailor each session based on criteria such as range staff roles, membership level, etc.

HVAC Control

SmartRange Axis offers unparalleled simplicity and control of range ventilation. From intuitive controls and alerts to an easy-to-understand filter life dashboard, SmartRange Axis ensures unrivaled control of range ventilation.

Retriever Control

Take control of one or multiple lanes with SmartRange Axis' Retriever Control. This allows trainers and staff personnel to manually control or run programs and time drills in sync across multiple lanes.

Program Creation

Build dynamic programs and organize them by folder. Control exposure time, edge time, and cycle count. Or establish random parameters for a truly unpredictable and challenging training session.

Timed Drills

Set up and execute timed drills with customized target exposure times, cycle counts, and retriever speed for training or qualification.

Action Target Connected

SmartRange Axis uses a range server that connects with Action Target's cloud network. This provides access to analytics, remote troubleshooting, system improvements, and content updates for improved and streamlined business processes. As the building block for the future, Smart-Range Axis will continue to grow and serve as a central element for all range operations.



[LEARN MORE](#)

ActionTarget.com/SmartRange

FEATURES

- Lane Management
- Retriever Management
- User Profiles
- Program Management and Creation
- HVAC Integration
- Connected to Action Target Cloud

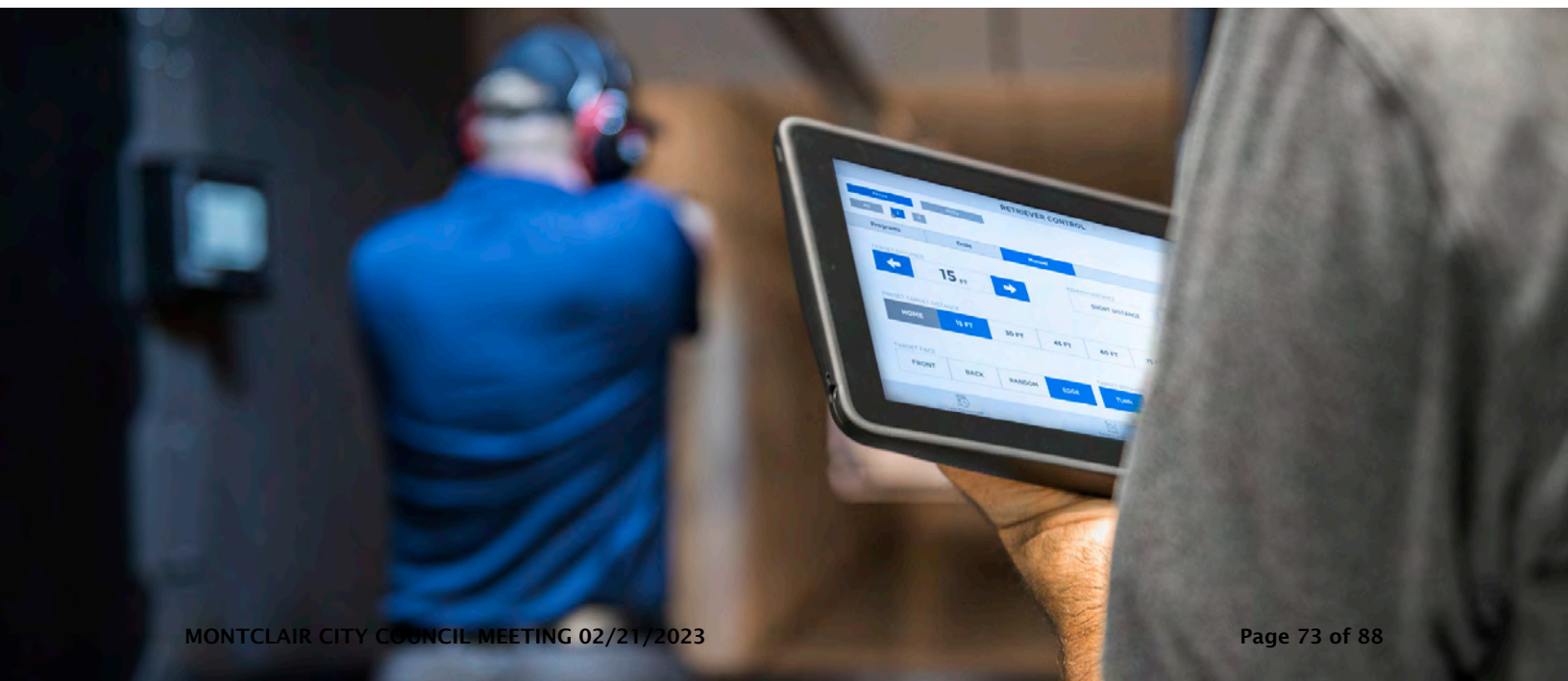


EXHIBIT B

Milestone Breakdown			
Contract Total		90,800	
Montclair PD			
Payment #	Milestone Description	Percentage	Amount
1	Receipt of Completed Drawings	5%	4,540
2	Shipment of Materials	85%	77,180
3	Installation	10%	9,080
TOTAL		100%	90,800



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	TRN500
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	4	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-13 AMENDING AGREEMENT NO. 20-41 WITH SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR PHASE II OF THE MONTCLAIR METROLINK TRANSCENTER ACCESSIBILITY IMPROVEMENT PROJECT, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: San Bernardino County Transportation Authority (SBCTA) has obtained grant funding throughout its jurisdiction for access improvements to various transportation facilities, including the Montclair Transcenter. SBCTA and the City wish to amend the current cooperative agreement to design and construct the improvements, Agreement No. 20-41. Agreements with the City require City Council approval.

The City Council is requested to consider approval of Agreement No. 23-13 amending Agreement No. 20-41 with SBCTA for Phase II of the Montclair Metrolink Transcenter Accessibility Improvement Project (Project). A copy of Agreement No. 23-13 is attached for the City Council's review and consideration.

BACKGROUND: On February 12, 2016, the City executed cooperative Agreement No. 16-13 for Phase I of the Metrolink Transcenter Accessibility Improvement Project. Construction of Phase I was completed in March of 2019.

On May 18, 2020, the City executed Agreement No. 20-41 to set the roles and responsibilities for Phase II of the Project. SBCTA agreed to be responsible for and take the lead on project management, planning, environmental, design, cost estimates, right-of-way acquisition, construction work, and to undertake and complete the Project diligently.

SBCTA was granted Active Transportation Program Cycle 4 funds for the Project. The application covered several station upgrades along the San Bernardino Metrolink line. SBCTA eliminated the proposed restroom facility at the end of the Pacific Electric Trail near Claremont Boulevard, and signage was added to direct trail users to the existing restrooms at El Barrio Park and the Montclair Transcenter. Agreement No. 23-13 is intended to update the Project Scope as discussed above.

FISCAL IMPACT: The City will waive any and all plan check and permit fees for the Project. Any funding commitments associated with the project will be funded from the Redevelopment Project Area No. II Tax Allocation Bonds.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 23-13 with San Bernardino County Transportation Authority for Phase II of the Montclair Metrolink Transcenter Accessibility Improvement Project.

AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. 20-1002314
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF MONTCLAIR

THIS AMENDMENT No. 1 to Cooperative Agreement No. 20-1002314 (referred to herein as “Amendment No. 1”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Montclair (“CITY”), (SBCTA and CITY may be referred to individual herein as a “Party” and collectively as “Parties”).

WHEREAS, SBCTA and City executed Cooperative Agreement No. 20-1002314 in December 2020; and

WHEREAS, this Amendment No. 1 is intended to update the project scope identified in Attachment B “Conceptual Layout”.

NOW, THEREFORE, the Parties agree to the following changes:

1. Attachment B to the AGREEMENT is replaced in its entirety with the revised Attachment B attached to this Amendment No. 1.
2. Except as otherwise provided in this Amendment No. 1, all other terms and conditions of the AGREEMENT shall remain in full force and effect .
3. This Amendment No. 1 is effective upon execution by SBCTA.

-----SIGNATURE ON THE FOLLOWING PAGE-----

IN WITNESS THEREOF, the parties have duly executed this Amendment No. 1 below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF MONTCLAIR

By: _____
Art Bishop
Board President

By: _____
Javier John Dutrey
Mayor

Date: _____

Date: _____

ATTEST:

By: _____
Andrea M. Myrick
City Clerk

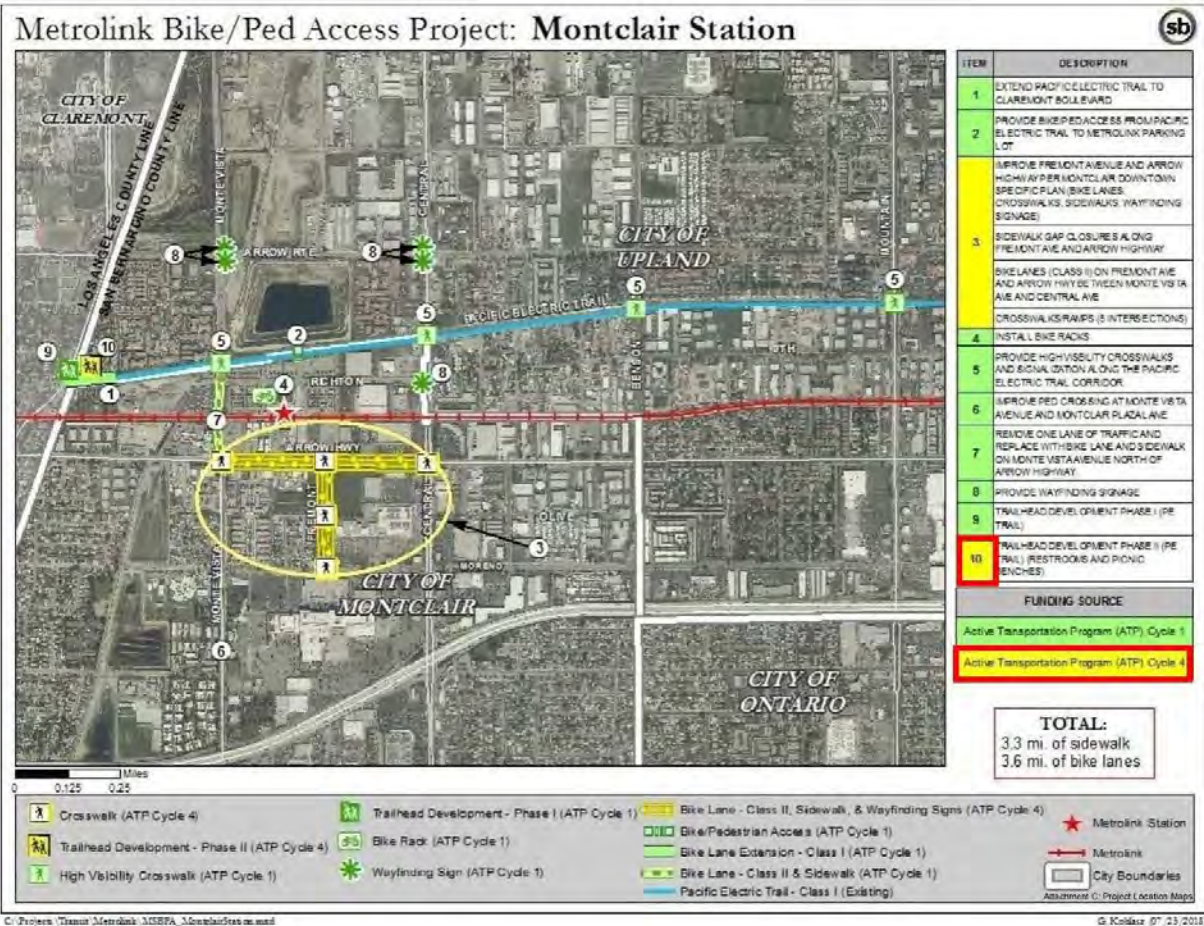
APPROVED AS TO FORM:

By: _____
Juanda Daniel
Assistant General Counsel

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Diane E. Robbins
City Attorney

ATTACHMENT B CONCEPTUAL LAYOUT



Design Modifications:
 3 - To be completed separately by City of Montclair at City cost.
 10 - Restroom & Picnic benches no longer part of Project.



CITY COUNCIL AGENDA REPORT

DATE:	FEBRUARY 21, 2023	FILE I.D.:	UTL190
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	5	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-14 WITH THE CITY OF ONTARIO FOR THE PURCHASE OF UNUSED RECYCLED WATER BASE ENTITLEMENT		
	CONSIDER AUTHORIZING CITY MANAGER EDWARD C. STARR TO SIGN SAID AGREEMENT		

REASON FOR CONSIDERATION: The City Council is requested to approve Agreement No. 23-14 with the City of Ontario authorize the City Manager Edward C. Starr to sign a letter of agreement between the City of Montclair (the City) and the City of Ontario for the purchase of unused recycled water base entitlement.

BACKGROUND: The Regional Sewer Contract between the Inland Empire Utilities Agency (IEUA) and its seven-member agencies allows for the transfer of base entitlement between member agencies upon mutual agreement under Section 2.1.ii of IEUA Resolution No. 2016-6-17. The base entitlement for each IEUA member agency is the proportional share based on the quantity of wastewater delivered to the treatment plant by that agency.

Currently, the City uses a partial base entitlement of recycled water from IEUA. Therefore, this agreement does not affect the City's ability to continue to sell its current recycled water demand to Monte Vista Water District. Ontario's demands for direct use and its share of the recycled water recharged by IEUA exceeded its entitlement in Fiscal Year (FY) 2021-22.

The letter of agreement gives Ontario the right to purchase the City's unused entitlement of recycled water. The proposed purchase price is the difference between 86% of the Metropolitan Water District (MWD) Untreated Full Service Tier I rate (MWD rate) and the recycled groundwater recharge rate (IEUA rate). Ontario will compensate the City \$28,874.41 to purchase 327.3 acre-feet of recycled water.

Both parties' respective legal counsels have reviewed the letter of agreement. The proposed agreement aligns with the City's goals to work with other regional agencies, exercise beneficial use of this valuable resource, and provide financial benefits to both parties.

FISCAL IMPACT: The City will receive \$28,874.41 within 45 days of execution of the letter of agreement for the purchase of 327.3 acre-feet of the City's unused recycled water base entitlement.

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

1. Approve Agreement No. 23-14 with the City of Ontario for the purchase of unused recycled water base entitlement.
2. Authorize City Manager Edward C. Starr to sign said Agreement.

**CITY OF ONTARIO
AGREEMENT FOR ASSIGNMENT OF RIGHT OF FIRST PURCHASE
FOR FISCAL YEAR 2021/2022
December 21, 2022**

City of Montclair
5111 Benito Street
Montclair, CA 91763

Attention: Mrs. Monica Heredia, Director of Public Works

This letter shall serve as an Agreement between the City of Montclair (Montclair) and the City of Ontario (Ontario), collectively referred to as Parties, to reconcile Fiscal Year 2021-22 reclaimed effluent usage. Reclaimed effluent also has been termed treated effluent, reclaimed water, or recycled water, and for the purposes of this agreement, these terms all describe the same product. The Inland Empire Utilities Agency’s (IEUA) final reconciliation for Fiscal Year 2021-22 recycled water usage and base entitlement was received by Ontario in November 2022 and identifies that Ontario’s use of reclaimed effluent exceeds its base entitlement, as defined by the Regional Sewage Service Contract, by 327.3 acre-feet. Under this letter agreement, Montclair agrees to assign and transfer to Ontario its unexercised right of first purchase of 327.3 acre-feet (AF) of its Fiscal Year 2021-22 base entitlement. The purpose of this assignment is to transfer Montclair’s unused entitlement to Ontario to cover usage above Ontario’s base entitlement as allowed by IEUA under Section 2.1.ii of IEUA Resolution No. 2016-6-17. This agreement is for a one-time purchase to reconcile Fiscal Year 2021-22 reclaimed effluent usage; future transfers of unexercised right of first purchase shall be negotiated separately.

Ontario has paid IEUA directly for the delivery of the reclaimed effluent (IEUA Rate). In addition, under this agreement, Ontario shall compensate Montclair for the transfer of its unexercised right of first purchase. The amount of compensation shall be the difference between the IEUA Rate and 86% of the Metropolitan Water District Untreated Full Service Tier 1 Rate (MWD Rate). For Fiscal Year 2021-22, the MWD Rate was \$777/AF and the IEUA Rate was \$580/AF. The payment to Montclair shall be \$88.22/AF, or \$28,874.41 for 327.3 AF.

Upon execution of this Agreement, the Parties will cooperate to ensure IEUA transfers 327.3 AF of Montclair’s base entitlement to Ontario for Fiscal Year 2021-22. Ontario shall make payment to Montclair within 45 calendar days of IEUA confirming the transfer of 327.3 AF from Montclair to Ontario.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated on the following page. An original, executed copy of this Letter of Agreement is enclosed for your records.

City of Ontario

City of Montclair

By: _____
Scott Ochoa
City Manager

By: _____
Edward C. Starr
City Manager

Dated: _____

Dated: _____

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
FEBRUARY 6, 2023, AT 5:23 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Johnson called the meeting to order at 5:23 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Johnson; 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 January
17, 2023.**

Moved by Mayor Pro Tem Johnson, seconded by City Manager Starr,
and carried unanimously to approve the minutes of the Personnel
Committee meeting on January 17, 2023.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 5:24 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 5:40 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 5:40 p.m., Mayor Pro Tem Johnson adjourned the Personnel
Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE REGULAR JOINT MEETING OF THE MONTCLAIR CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS, MONTCLAIR HOUSING AUTHORITY COMMISSION, AND MONTCLAIR COMMUNITY FOUNDATION BOARD HELD ON MONDAY, FEBRUARY 6, 2023 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

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

II. INVOCATION

Reverend Maggie Burbank-Yenoki, Monte Vista Unitarian Universalist Congregation, gave the invocation.

III. PLEDGE OF ALLEGIANCE

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

IV. ROLL CALL

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

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 Public Works/City Engineer Heredia; City Attorney Robbins; City Clerk Myrick

Absent: Council Member Lopez (excused)

V. PRESENTATIONS

A. **Chino Basin Water Conservation District's (CBWCD) Groundwater Basin and Sustainability Tour**

Kati Parker, Board Member, **CBWCD**, invited the City Council and the community to tour the groundwater basin and learn about water sustainability efforts and District-provided programs on June 1, 2023.

VI. PUBLIC COMMENT

- **Ruby Long**, Field Representative for **San Bernardino County Fourth District Supervisor Curt Hagman**, announced the Supervisor's Office, in partnership with the City of Montclair, is hosting a free document shredding event at City Hall on Saturday, March 11, 2023, from 9:00 a.m. to noon.
- **Jordi Ubaldo**, Event Coordinator, **Montclair Chamber of Commerce**, invited the City Council and community to the following upcoming Chamber events: Montclair Chamber Networking Breakfast on Thursday, February 9th at 8:30 a.m. at **OPARC**, 9029 Vernon Avenue, including a presentation about providing on-the-job training; *Ready To Launch Initiative* at **Montclair High School**, where businesses are invited to provide mock interviews to students on February 22nd at 1:30 p.m.; and Nonprofit Night at the **Toyota Arena** to see the **Ontario Reign** hockey team play on Friday, March 10th at 7:30 p.m.
- **Nina Joyner** invited the community to attend the first annual Black History Fair at the **Christian Development Center**, 5080 Kingsley Street, on Saturday, February 11th, from noon to 5:00 p.m.

VII. PUBLIC HEARINGS

A. Consider Projects and Prioritization of Funding for the Fiscal Year 2023-24 Community Development Block Grant Program

Mayor Dutrey opened the public hearing.

City Clerk Myrick 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 returned the matter to the City Council for consideration.

ACTION - Public Hearings - Item A											
ACTING:	City Council										
MOTION:	Approve the following projects and prioritization of funding for the Fiscal Year 2023-24 Community Development Block Grant Program: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Code Enforcement Program</td> <td style="text-align: right;">\$ 80,970</td> </tr> <tr> <td style="padding-left: 20px;">Renovations to Reeder Ranch</td> <td style="text-align: right;">\$ 150,000</td> </tr> <tr> <td style="padding-left: 20px;">Graffiti Abatement</td> <td style="text-align: right;">\$ 30,728</td> </tr> <tr> <td style="padding-left: 20px;">Senior Transportation Services (Golden Express Transportation)</td> <td style="text-align: right;">\$ 10,000</td> </tr> <tr> <td style="padding-left: 20px;">TOTAL</td> <td style="text-align: right;">\$ 271,698</td> </tr> </table>	Code Enforcement Program	\$ 80,970	Renovations to Reeder Ranch	\$ 150,000	Graffiti Abatement	\$ 30,728	Senior Transportation Services (Golden Express Transportation)	\$ 10,000	TOTAL	\$ 271,698
Code Enforcement Program	\$ 80,970										
Renovations to Reeder Ranch	\$ 150,000										
Graffiti Abatement	\$ 30,728										
Senior Transportation Services (Golden Express Transportation)	\$ 10,000										
TOTAL	\$ 271,698										
MADE BY: SECOND BY:	Council Member Ruh Mayor Pro Tem Johnson										
AYES: NOES: ABSTAIN: ABSENT:	Martinez, Ruh, Johnson, Dutrey None None Lopez										
RESULT:	Motion carried 4-0-1.										

VIII. CONSENT CALENDAR

ACTION - Consent Calendar	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
MOTION:	Remove Item C-1 from the Consent Calendar and approve the remainder of the Consent Calendar as presented.
MADE BY: SECOND BY:	Council Member/Director Ruh Council Member/Director Martinez
AYES: NOES: ABSTAIN: ABSENT:	Martinez, Ruh, Johnson, Dutrey None None Lopez
RESULT:	Motion carried 4-0-1.

A. Approval of Minutes

1. Regular Joint Meeting — January 17, 2023

ACTION – Consent Calendar – Item A-1	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

B. Administrative Reports

1. Consider Approval of Warrant Register and Payroll Documentation

ACTION – Consent Calendar – Item B-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

2. Consider Authorizing a \$20,666.08 Allocation from the Building Maintenance Reserve Fund to Replace the Damaged Automatic Sliding Doors on the South Entrance of City Hall

ACTION – Consent Calendar – Item B-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

3. Consider Authorizing a \$35,000 Allocation from the Building Maintenance Reserve Fund for the Purchase and Installation of New Automatic Sliding Doors on the West Entrance of City Hall

ACTION – Consent Calendar – Item B-3	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

4. Consider Authorizing an Allocation of up to \$100,000 from the Building Maintenance Reserve Contingency Fund for the Replacement of the Splash Pad Surface Tiles

ACTION – Consent Calendar – Item B-4	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

**5. Consider Authorizing the Purchase of a 2023 Chevrolet Blazer 2LT Vehicle for the Police Department Fleet from Mountain View Chevrolet in the Total Amount of \$39,609.95
Consider Declaring a 2011 Chevrolet Caprice Vehicle as Surplus and Available for Parts or for Sale at Auction**

ACTION - Consent Calendar - Item B-5	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

6. Consider Authorizing a \$53,000 Appropriation from the Federal Asset Forfeiture Fund to Purchase 53 Apple iPhone 14 Pro Phones and Associated Cellular Service for Patrol use through Fiscal Year 2023-24

ACTION - Consent Calendar - Item B-6	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

7. Consider Approval of Grant Fund Balance Carryover from Prior Fiscal Years for Use in the Human Services Department

ACTION - Consent Calendar - Item B-7	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

8. Consider Authorizing an Allocation of up to \$15,000 from Grant and Donation Funds from the Montclair Community Foundation for the Purchase of Items for the 2023 Montclair to College Graduation Ceremony

ACTION - Consent Calendar - Item B-8	
ACTING:	Montclair Community Foundation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

C. Agreements

2. Consider Approval of Agreement No. 23-10, the Second Amendment to Agreement No. 19-25 with San Bernardino County Transportation Authority (SBCTA), a Right-of-Way Contract for the Purchase of Real Property by SBCTA from the City for Construction of the I-10 Corridor Project, Subject to Any Revisions Deemed Necessary by the City Attorney

ACTION - Consent Calendar - Item C-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

D. Resolutions

1. Consider Adoption of Resolution No. 23-3397 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges

ACTION - Consent Calendar - Item D-1	
ACTING:	City Council

ACTION - Consent Calendar - Item D-1	
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

2. **Consider Adoption of Resolution No. 23-3398 Bringing to Conclusion, Effective February 28, 2023, the Local State of Emergency in Montclair Related to the COVID-19 Pandemic, as Declared by Resolution No. 20-3263**

ACTION - Consent Calendar - Item D-2	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

3. **Consider Adoption of Resolution No. 23-3399 Making Factual Findings in Compliance with AB 361 for the Continuation of Public Meeting Teleconferencing During Public Health Emergencies for the Period of February 6, 2023, through February 28, 2023**

ACTION - Consent Calendar - Item D-3	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

IX. PULLED CONSENT CALENDAR ITEMS

C. Agreements

1. **Consider Approval of Agreement No. 23-09 with Rangwala Associates to Prepare a Feasibility Study Related to the City of Montclair’s Sphere of Influence, Subject to Any Revisions Deemed Necessary by the City Attorney**

City Manager Starr requested this item be pulled due to expressed interest from San Bernardino County to explore the possibility of cost-sharing with the City on a Sphere of Influence General Plan instead. He indicated staff would bring this or an updated proposal back at a future date.

X. COMMUNICATIONS

A. Department Reports — None

B. City Attorney

City Attorney Robbins stated the City Council is no longer requested to hold a closed session this evening and pulled the following closed session item from the agenda:

1. **Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference with Designated Labor Negotiator Diane E. Robbins**

Employee: City Manager

C. City Manager/Executive Director

City Manager Starr shared disappointing news that the State of California did not approve the funding request for construction of the Gold Line extension to Claremont and Montclair.

D. Mayor/Chair

1. City Council Committee/Liaison Assignments

Mayor Dutrey indicated no Council Members requested changes to their current Committee/Liaison assignments. He volunteered to serve on the Planning Commission Interview Panel to fill the current vacancy.

ACTION - Communications - Item D-1	
ACTING:	City Council
MOTION:	Approve Mayor Dutrey's appointment to the Planning Commission Interview Panel.
MADE BY: SECOND BY:	Council Member Ruh Council Member Martinez
AYES: NOES: ABSTAIN: ABSENT:	Martinez, Ruh, Johnson, Dutrey None None Lopez
RESULT:	Motion carried 4-0-1 (Lopez absent).

2. Report on Status of Biannual Training for City Council Pursuant to AB 1234 (Ethics) and AB 1661 (Sexual Harassment Prevention)

City Clerk Myrick reported all Council Members have completed their trainings and are in compliance with AB 1234 (Ethics) and AB 1661 (Sexual Harassment Prevention), with the exception of Mayor Pro Tem Johnson, who is having technical difficulties completing the AB 1234 (Ethics) training, but intends to have it resolved soon.

- 3. Mayor Dutrey announced the City's legislative bodies would be going back to the traditional Brown Act meeting rules including meetings being physically accessible to the public and posting the agenda at all teleconference locations.
- 4. Mayor Dutrey recognized Black History Month and Presidents' Day coming up in February. He also congratulated the **Montclair High School Cavaliers** boys' soccer team for its outstanding performance this season and encouraged everyone to show their support.

E. Council Members/Directors

- 1. Council Member/Director Ruh commended public safety and those in the medical field for their response to a tragic incident that took place over the weekend. He noted he attended a memorial service for the Monterey Park victims.
- 2. Council Member/Director Martinez stated her heart goes out to the community and family members affected by the recent violence.
- 3. Mayor Pro Tem/Vice Chair Johnson recognized the Public Works Department for hanging over 70 banners throughout the City recognizing Montclair businesses, which benefits the Montclair to College Program.

F. Committee Meeting Minutes

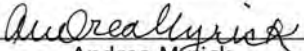
The following committee minutes were received and filed for informational purposes:

- 1. Personnel Committee - January 17, 2023

- XI. CLOSED SESSION — None
- XII. CLOSED SESSION ANNOUNCEMENTS — None
- XIII. ADJOURNMENT

At 7:41 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

The meeting was adjourned in memory of the victims of the recent mass shooting incidents that took place in Monterey Park and Half Moon Bay on January 23, 2023.

PENDING APPROVAL

CITY OF MONTCLAIR

TREASURER'S REPORT

FOR THE MONTH ENDING

JANUARY 31, 2023

TABLE OF CONTENTS

SCHEDULE 1

STATEMENTS OF COMPLIANCE WITH INVESTMENT POLICY AND INVESTMENT STRATEGY FOR JANUARY 31, 2023

SCHEDULE 2

STATEMENT OF CASH AND INVESTMENTS BY FUND

SCHEDULE 3

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

GRAPH

CASH AND INVESTMENTS BY TYPE

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

JANUARY 31, 2023

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

\$ 33,170,030

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 JANUARY 31, 2023

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$ 352,446.24	\$ 8,110,010.83	\$ 2,284,538.93	\$ (76,559.42)	\$ 4,101,358.72 (1)
Gas Tax Fund	(28,405.71)	163,833.98	64,185.44	-	73,242.43 (2)
Road Maintenance - Section 2032	1,414,626.06	71,675.51	-	-	1,636,648.65
Measure I Fund	5,138,325.72	71,013.32	-	150,347.08	5,209,339.04
Traffic Safety	46,554.74	18,628.94	-	-	65,181.68
Disability Access Fund - Bus. License	49,070.30	898.00	-	-	49,966.30
Park Maintenance	20,930.43	6,408.28	1,263.80	-	28,074.91
Park Development	1,155,507.06	-	6,777.76	-	1,155,507.06
CDBG	(466,388.13)	-	-	-	(473,165.89) (2)
SB2 Planning Grant	(58,642.50)	-	-	-	(58,642.50) (2)
Air Quality Improvement Trust	105,629.94	-	14,765.44	-	105,629.94
Senior Nutrition Program	(55,137.07)	20,328.93	-	-	(49,573.58) (2)
American Rescue Plan	4,794,353.00	-	-	-	4,794,353.00
Forfeiture Fund - State	116,712.93	813.17	2,460.30	-	115,065.80
Proposition 30/SB 109	93,535.15	-	3,866.67	-	89,668.48
SB 509 Public Safety	332,431.74	-	21,450.10	-	310,981.64
Forfeiture Fund-Federal/DOJ	457,027.66	57,159.92	-	-	514,187.58
Asset Seizure Fund	0.35	0.20	-	-	0.55
Section 11489 Subfund	35,305.25	143.50	-	-	35,448.75
Fed Asset Forfeiture - Treasury	119,378.83	10,071.34	-	-	129,450.17
School District Grant Fund	-	-	-	-	-
State Supplemental Law Enforce	538,404.67	20,687.55	-	-	559,092.22
Local Law Enforcement Block Gr	18.67	-	-	-	18.67
PC 1202.5 Crime Prevention	2,337.00	5.86	-	-	2,342.86
Recycling Grant Fund	124,098.51	-	-	-	124,098.51
Statewide Park Dev Grant	174,976.00	-	-	-	174,976.00
Homeless Housing Assist Preven	(13,894.57)	25,879.00	-	-	12,184.43 (2)
LEAP Grant	(81,017.75)	-	16,250.00	-	(97,267.75) (2)
After School Program Fund	303,402.37	-	92,471.78	(57,431.00)	153,499.59
City of Hope	1,290.78	-	-	-	1,290.78
Safety Dept. Grants	568,391.60	218,659.18	300,392.40	-	466,658.38
O/SMD Immunization Grant	1,370.50	-	-	-	1,370.50 (2)
Kaiser Permanente Grant	3,131.84	-	244.97	-	2,886.87
Resource Center Grant - OMSD	35,422.17	-	2,301.02	-	33,121.15
Title IIIB Sr Support Services	(7,144.77)	3,842.99	3,048.00	-	(6,350.78) (2)
Healthy Community Strategic Plan	14,823.19	-	-	-	14,823.19
ASES Supplemental Grant	77,162.48	-	-	-	77,162.48
E.M.S. - Paramedic Fund	4,763.43	2,751.71	2,981.57	-	4,533.57 (3)
Economic Development	5,046,951.17	-	1,240,521.51	-	3,806,429.68
City Contributions/Donations Fund	500.00	-	-	-	500.00
Sewer Operating Fund	2,792,011.88	694,181.47	801,985.19	(157,038.00)	2,527,170.18
Sewer Replacement Fund	2,438,666.85	-	-	-	2,439,666.85
CFD 2011-1 (Passes)	185,117.27	-	2,576.40	-	182,540.87
CFD 2011-2 (Arrow Station)	110,111.53	-	-	-	110,111.53
Inland Empire Utility Agency	4,028,541.01	23,044.72	-	-	4,051,585.73
Sewer Expansion Fee Fund	867,646.87	2,304.47	-	-	869,951.34
Developer Impact Fees - Local	1,282,118.12	-	-	-	1,282,118.12
Developer Impact Fees - Regional	276,054.82	18,941.28	-	-	278,054.82
Burtec Pavement Impact Fees	197,654.10	-	-	-	216,595.38
PUC Reimbursement Fund-MVGS	262,502.41	-	-	-	262,502.41
Utility Underground In-Lieu	383,386.52	-	-	-	383,386.52
General Plan Update Fee	108,258.30	743.73	-	-	109,002.03
Housing Fund	555,708.20	-	-	-	555,708.20
Public Education/Govt. PEG Fee Fund	105,200.40	-	-	-	105,200.40
Infrastructure Fund	(538,985.62)	-	28,877.55	(150,347.08)	(716,010.25) (4)
COVID-19	(69,949.65)	-	17,711.07	-	(87,660.72)
Successor Agency Bonds-Taxable	4,827,925.48	25,220.92	-	-	4,853,146.40
Successor Agency Bonds-Tax Exempt	8,038,928.05	42,065.12	54,343.72	-	8,026,649.45
2021 Lease Revenue Bond Proceeds	(3,700,844.99)	3,729,769.89	851,344.97	-	(622,419.97)
2014 Lease Revenue Bond Debt Svc	(896,517.77)	234,741.91	-	-	(660,775.86) (6)
2021 Lease Revenue Bond Debt Svc	1,643,890.63	-	-	-	1,643,890.63
Pension Obligation Bond Debt Svc	3,664,452.49	-	-	-	3,664,452.49
Contingency Fund	0.96	-	-	-	0.96 (1)
Assigned General Fund Reserves	19,295,174.66	22,831.79	13,327.80	291,028.42	19,595,807.27 (1)
TOTALS	\$ 66,281,311.80	\$ 11,596,753.21	\$ 5,627,487.19	\$ -	\$ 72,050,577.82

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 near 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.

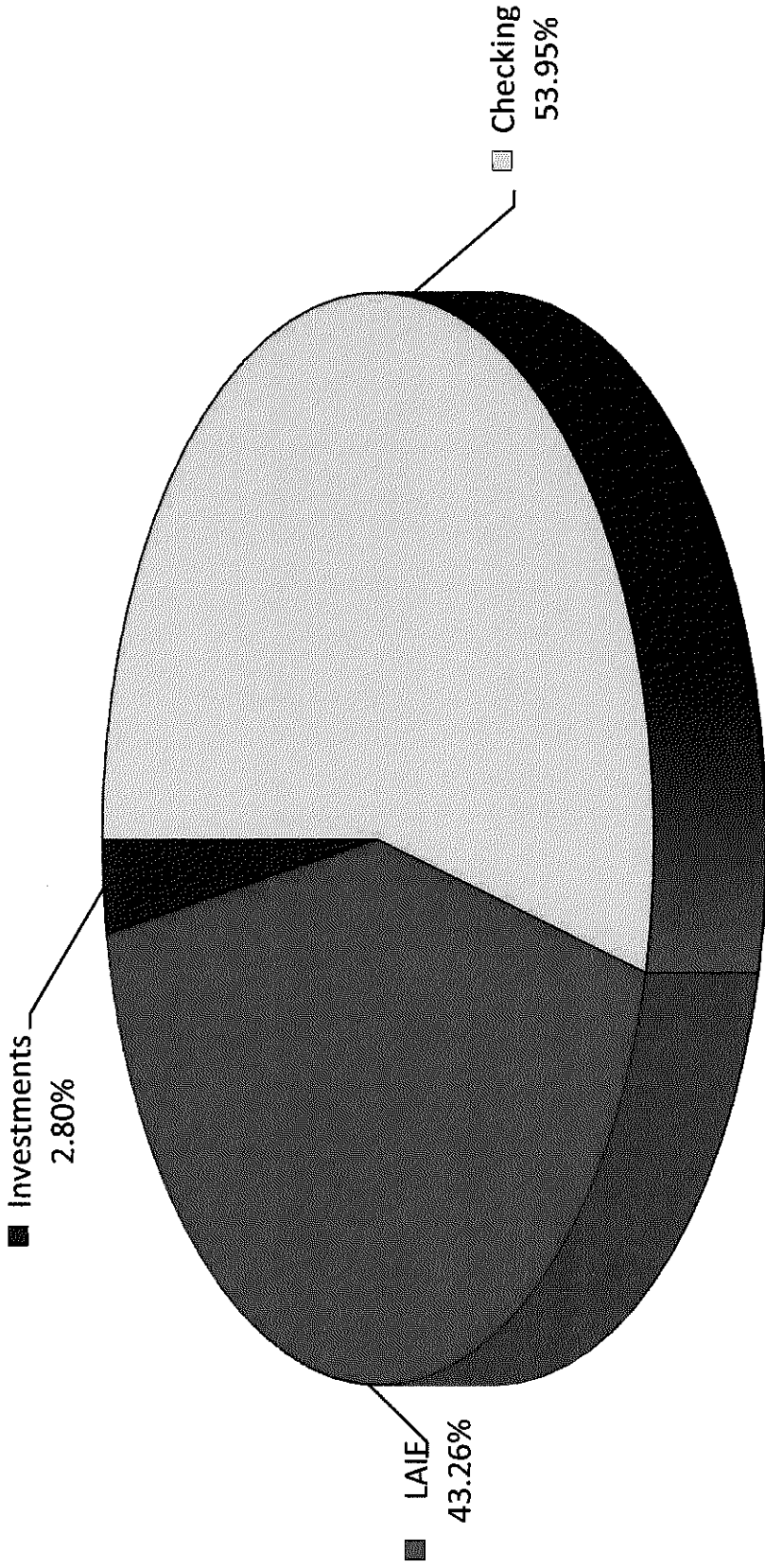
SCHEDULE 3

**CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF JANUARY 31, 2023**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Checking Account							\$ 38,878,079.04
Asset Seizure Account							\$ 2,469.20
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
Local Agency Investment Fund (LAIF)				2.290%	30,570,348.13	31,170,029.58	
First American Government					2,000,000.00	2,000,000.00	
					<u>\$ 32,570,348.13</u>		\$ 33,170,029.58
U.S. AGENCY SECURITIES							
					\$ -		\$ -
TOTAL							<u>\$ 72,050,577.82</u>

Current market values obtained from US Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY TYPE
January 31, 2023
Total Cash & Investments \$72,050,578



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

FOR THE MONTH ENDING

January 31, 2023

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH BY FUND
January 31, 2023**

COMBINED OPERATING FUND

Operating	<u>(61,692.28)</u>	\$ (61,692.28)
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LRPRP Fund

Operating	<u>0.00</u>	\$ 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

\$ 3,208,009.56

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH
January 31, 2023**

Checking Account	
US Bank	1,078,600.03
TOTAL CASH	<u>3,208,009.56</u>

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
January 31, 2023**

City of Montclair
 Final Warrant Register
 Council Date 02/21/2023
 Regular Warrants
 Checking Account: Successor to the RDA

	Warrants	US Bank transfers	Area Totals
SRDA Combined Operating Fund	0.00	8,214.88	8,214.88
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	0.00
	<hr/>	<hr/>	
	0.00	8,214.88	
January 2023 Total			<u><u>8,214.88</u></u>

Note: Reimburse City for 01/05 payrolls
 Reimburse City for 01/24 payrolls

Vice Chair Johnson

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 01/03/2023 To 01/31/2023

Printed on 02/06/2023 at 8:24 AM PST



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
01/24/2023	\$2861.35	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 01/19/2023 Payroll
Initiate Date 01/24/2023
Initiate Time 04:54PM CDT
Initiated By JKULBECK
Completed Date 01/24/2023
Completed Time 04:54PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
01/05/2023	\$5353.53	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 01/05/2023 Payroll
Initiate Date 01/05/2023
Initiate Time 02:25PM CDT
Initiated By JKULBECK
Completed Date 01/05/2023
Completed Time 02:25PM CDT

Total Number of Book Transfers: 2
Total Amount of Book Transfers: \$8,214.88

--- End of Report ---

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

January 31, 2023

TABLE OF CONTENTS

SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

**CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS
January 31, 2023**

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account			
US Bank			284,836.13
Investments			
LAIF	2.51%	1,700,952.08	<u>1,733,208.37</u>
TOTAL CASH & INVESTMENTS			<u><u>2,018,044.50</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
January 31, 2023**

Total Cash & Investments - \$2,018,044



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER**

FOR THE MONTH ENDING

January 31, 2023

City of Montclair
Final Warrant Register
Council Date 02/21/2023
Regular Warrants
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
43,408.42	0.00	0.00	347.97	43,756.39

January 2023 Total

43,756.39

US Bank transfers:

Vice Chair Johnson

Accounts Payable

Checks by Date - Summary by Check Number

User: cramirez
Printed: 2/6/2023 8:01 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5422	Buch002	Buchbinder Maintenance, Inc.	01/05/2023	3,000.00
5423	hele001	Helena Gardens Owners Association	01/05/2023	2,439.12
5424	Mont043	Montclair Meadows Owners Assoc	01/05/2023	1,800.00
5425	Nagc006	NAGCO GLASS	01/05/2023	422.55
5426	sout018	Southern California Edison Co	01/05/2023	328.55
5427	Buch002	Buchbinder Maintenance, Inc.	01/19/2023	3,010.00
5428	land012	Landscape Maintenance Unlimited	01/19/2023	5,415.00
5429	mont002	City of Montclair	01/19/2023	1,847.42
5430	mont074	Monte Vista Water District	01/19/2023	2,131.41
5431	Perf003	Performance Construction & Remodeling I	01/19/2023	22,860.00
5432	Sout018	Southern California Edison Co	01/19/2023	154.37
Report Total (11 checks):				43,408.42

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 01/03/2023 To 01/31/2023

Printed on 02/06/2023 at 8:24 AM PST



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
01/25/2023	\$347.97	153499275821	153499275805	Completed

Debit Account Name MONTCLAIR HOUSING CORPORATION
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR GENERAL ACCOUNT
Credit Account Type DDA
Template Name .
Memo Reimb City for CalCard Purchase - MVWD Meter Connection
Initiate Date 01/25/2023
Initiate Time 10:36AM CDT
Initiated By JKULBECK
Completed Date 01/25/2023
Completed Time 10:36AM CDT

Total Number of Book Transfers: 1
Total Amount of Book Transfers: \$347.97

--- End of Report ---

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

FOR THE MONTH ENDING

January 31, 2023

Schedule 1

**CITY OF MONTCLAIR
HOUSING AUTHORITY
STATEMENT OF CASH
January 31, 2023**

	<u>Amount</u>
Checking Account	
US Bank	3,179,582.44
TOTAL CASH	\$ <u>3,179,582.44</u>

NOTE:

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

**CITY OF MONTCLAIR
HOUSING AUTHORITY
WARRANT REGISTER
FOR THE MONTH ENDING
January 31, 2023**

City of Montclair
Final Warrant Register
Council Date 02/21/2023
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	0.00
January 2023 Total			<u><u>0.00</u></u>

Vice Chair Johnson