

CITY OF MONTCLAIR

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

AGENDA

Monday, June 5, 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

Monday, June 5, 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 provide comments on an agenda item, including public hearing and closed session items, please complete a Speaker Card located 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. Metropolitan Water District Water Conservation Presentation
B. Police Department Medal of Valor Award Presented to Two Montclair Police Officers

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 call on you to speak at the time of the item's consideration.*

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

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

A. Approval of Minutes

- 1. Regular Joint Meeting — May 15, 2023 [CC/SA/MHC/MHA/MCF] 193

B. Administrative Reports

- 1. Consider Approval of Warrant Register & Payroll Documentation [CC] 5
- 2. Consider Authorizing the Use of \$8,000 in State Asset Forfeiture Funds to Host the 2023 National Night Out Event [CC] 6
- 3. Consider Declaring Certain City Property as Surplus and Available for Auction or Destruction [CC] 7
- 4. Consider Authorizing the Destruction of Certain Obsolete Public Records Pursuant to the City of Montclair Records Retention Schedule [CC] 16

C. Agreements

- 1. Consider Approval of Amendment No. to Agreement No. 20-89 with the County of San Bernardino for the Ada Avenue and Howard Street Rehabilitation Project, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 24
- 2. Consider Approval of Amendment No. 1 to Agreement No. 21-42 with the San Bernardino County Department of Aging and Adult Services to Accept Additional Funding to Support Senior Center Activities and the Senior Transportation Program [CC]

Consider Authorizing Assistant City Manager/Director of Human Services Richter to Execute All Agreements and Any Amendments Thereto with San Bernardino County Department of Aging and Adult Services, Senior Supportive Services Program [CC] 32
- 3. Consider Approval of Amendment No. 3 to Agreement No. 22-59 to Accept Additional Funding from the Ontario-Montclair School District to Support the Montclair After-School Program Summer Session At Montera Elementary School [CC] 80
- 4. Consider Approval of Amendment No. 1 to Agreement No. 22-100 with the San Bernardino County District Attorney’s Office to Station a Victim’s Advocate at the Police Department Through the 2023-24 Fiscal Year, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 98
- 5. Consider Approval of Agreement No. 23-34 with All City Management Services, Inc. for School Crossing Guard Services for Fiscal Year 2023-24, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 114
- 6. Consider Approval of Agreement No. 23-35 with Chaffey Joint Union High School District for Specialized Law Enforcement Services During Fiscal Year 2023-24, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 122

- 7. Consider Approval of Agreement No. 23-36 with West Coast Arborists for Tree Maintenance Services, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 127
 - 8. Consider Approval of Agreement No. 23-38 to Accept Funding from the City of Hope Healthy Living Grant to Support Healthy Montclair Activities to Enhance the Community Garden [MCF] 148
 - 9. Consider Approval of Agreement No. 23-39 with Catering Systems, Inc. to Provide Meals for the City’s Senior Citizen Nutrition Program [CC] 151
- D. Resolutions
- 1. Consider Adoption of Resolution No. 23-3405 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 173
 - 2. Consider Adoption of Resolution No. 23-3406 Approving a List of Projects to be Funded in FY 2023-24 by Senate Bill 1, the California Road Repair and Accountability Act of 2017 [CC] 179
 - 3. Consider Adoption of Resolution No. 23-3407 Adjusting the Equivalent Dwelling Unit Monthly Fee for Sewer Service [CC] 183
 - 4. Consider Adoption of Resolution No. 23-3408 Ordering the Vacation of a Portion of the North Side of Arrow Highway Near Fremont Avenue [CC] 185

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

A. Department Reports — None

B. City Attorney

- 1. Request for City Council to Meet in Closed Session Pursuant to Government Code §54956.9(d)(4) Regarding Potential Litigation [CC]

1 Potential Case

- 2. Request for City Council to Meet in Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference with Designated Labor Negotiator Edward C. Starr [CC]

Agency: City of Montclair

Employee Management

*Associations: Montclair City Confidential Employees Association
Montclair General Employees Association
Montclair Fire Fighters Association
Montclair Police Officers Association*

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

Property: APN 1010-28-111-0000

Negotiating Parties: City of Montclair and FYAD Enterprises Inc.

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 <i>(for informational purposes only)</i>	
1. Public Works Committee Meeting — March 16, 2023 [CC]	188
2. Personnel Committee Meeting — May 15, 2023 [CC]	192

XI. CLOSED SESSION

XII. CLOSED SESSION ANNOUNCEMENTS

XIII. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, June 19, 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, June 1, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	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 June 5, 2023; the Payroll Documentation dated April 9, 2023; and the Payroll Documentation dated April 23, 2023, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated June 5, 2023, totals \$2,046,487.47.

The Payroll Documentation dated April 9, 2023 totals \$754,264.68 gross, with \$521,642.92 net being the total cash disbursement.

The Payroll Documentation dated April 23, 2023 totals \$730,679.56 gross, with \$516,568.27 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:	JUNE 5, 2023	FILE I.D.:	PDT362
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	2	PREPARER:	M. BUTLER
SUBJECT:	CONSIDER AUTHORIZING THE USE OF \$8,000 IN STATE ASSET FORFEITURE FUNDS TO HOST THE 2023 NATIONAL NIGHT OUT EVENT		

REASON FOR CONSIDERATION: The Police Department, through its Community Relations Division, is coordinating and hosting the 2023 National Night Out community event. The City Council is requested to consider authorizing the use of State Asset Forfeiture funds to purchase goods and services that are essential to its success.

BACKGROUND: The Police Department is dedicated to ensuring the safety of the Montclair community and is committed to engaging residents in dialogue about law enforcement-related responsibilities, concerns, and crime prevention. To that end, the Department, through its Community Relations Division, will coordinate and host this year's National Night Out event at Alma Hofman Park on Tuesday, August 1st. National Night Out is an annual community-building campaign designed to promote police-community partnerships that enhance neighborhood camaraderie and build safer communities.

To encourage community involvement, this year's event will include a photo booth, face painting, and a movie in the park, all at no cost to attendees. Popcorn, cookies, nuts, and shaved ice will be available for sale. Montclair Police and Fire Department personnel will be on hand to speak to the public and provide our youth and the "young at heart" the opportunity to see and handle some of the tools of the trade. Child ID/fingerprint kits and a host of educational and promotional materials that help guide, support, motivate, and encourage residents to take an active role in securing a safer community will be available. In addition, a portion of the funding would be used to purchase one additional movie license in support of the City's Movie in the Park summer series leading up to National Night Out, which is also a perfect opportunity for outreach and interaction with the communities we serve as well as to promote National Night Out.

The San Bernardino County Asset Forfeiture Panel is currently processing the Department's request to expend Drug and Gang Prevention funds on National Night Out 2023 and one movie-in-the-park event.

FISCAL IMPACT: Pursuant to Health and Safety Code Section 11489, 15 percent of funds distributed through State Asset Forfeiture shall be deposited in a special fund to be "used for the sole purpose of funding programs designed to combat drug abuse and divert gang activity, and shall wherever possible involve educators, parents, community-based organizations and local businesses, and uniformed law enforcement officers." The City has established Fund 1146 for this purpose.

If authorized by the City Council, and pending approval from the Panel, funding for the purchase of goods and services for National Night Out and the additional movie license for the City's Movie in the Park summer series would result in an expenditure of \$8,000 from said fund.

RECOMMENDATION: Staff recommends the City Council authorize the use of \$8,000 in State Asset Forfeiture funds to host the 2023 National Night Out event.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	EQS051/052
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	3	PREPARER:	J. RIEDELL
SUBJECT:	CONSIDER DECLARING CERTAIN CITY PROPERTY AS SURPLUS AND AVAILABLE FOR AUCTION OR DESTRUCTION		

REASON FOR CONSIDERATION: The Police, Fire, Information Technology, and Public Works Departments have submitted requests to declare items as surplus. City Council is requested to declare certain City property as surplus and available for auction or destruction.

BACKGROUND: The items included on the attached property logs are submitted to the City Council for consideration as surplus City property. Upon being declared as surplus by the City Council, the items will be made available for auction or destruction.

FISCAL IMPACT: There is no estimation as to the amount of proceeds the City would receive through the auction of these items.

RECOMMENDATION: Staff recommends the City Council declare certain City property as surplus and available for auction or destruction.

CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Fire Department MONTH April PAGE of 2

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF SURPLUS ITEM	SERIAL #	CR #	PRICE SOLD FOR
1			10	ABC Extinguishers			
2			4	Preassurized Water Canister			
3			8	Rolling Chairs			
4			8	Kitchen Chairs			
5			1	Portable AC			
6			2	Computer Chairs			
7			5	Bar Stools			
8			2	Recliners			
9			1	Pike Pole			
10			2	Blue Chairs			
11			2	Navy Blue Chairs			
12			1	Water Cooler			
13			1	Portable Water Monitor			
14			1	Lifting Bag Gauge Kit			
15			2	Lights			

CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Information Technology MONTH May 2023 PAGE 1 of 4

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
23-001	16989			HP Elite Display	CNK42906W9		
23-002	17368			HP Monitor	CN47360F9R		
23-003	17367			CISCO 2950	F0C0807X251		
23-004	17366			Multiplexer	M6050478		
23-005	17365			HP Procurve switch	Cn30drr0t5		
23-006	17364			HP Switch	CN30DRR0ZM		
23-007	17363			PC			
23-008	16407			HP Monitor	3CQ22809jp		
23-009	17362			HP Monitor	CN40140H1H		
23-010	17009			HP Monitor	CNK51108KH		
23-011	16369			Viewsonic monitor	RMB700464		
23-012	17361			Rhub	A111549		
23-013	17360			Vision man server	811t300b		
23-014	17359			CISCO switch	FTX 13348hzm		
23-015	17358			MITEL Controller	JR8AB7569		

CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Information Technology MONTH May 2023 PAGE 2 of 4

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
23-016	17374			MITEL Controller	AVEEA7026		
23-017	16957			HP Monitor	6Cm6091z4		
23-018	17375			HP Monitor	CNK1220WV9		
23-019	17376			HP Monitor	CNC911256L		
23-020	17377			APC UPS	3b1449x08304		
23-021	17492			Samsung Monitor	92x4hcpf70558 3d		
23-022	17378			Samsung Monitor	02x4hcpf70805 3p		
23-023	17379			CISCO Switch	FTX140109b		
23-024	17380			PROXIM PRO Switch	FLSH07123085 4		
23-025	16528			HP Laptop	CNU8110xgw		
23-026	16278			HP Monitor	3CQ23360mrw		
23-027	16276			HP monitor	3cq3360m5g		
23-028	17381			Dell Monitor	3n09px3g6418 068v5epla00		
23-029	16275			HP monitor	3cq3360m5h		
23-030	16277			Hp monitor	3cq3360m5l		

CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Information Technology MONTH May 2023 PAGE 3 of 4

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
23-031	16281			hp monitor	3cq3360m5r		
23-032	16279			hp monitor	3cq3360m5d		
23-033	16283			hp monitor	3cq060m5g		
23-034	16282			hp monitor	3cq3360m5m		
23-035	17251			HP PC	MXL3261030		
23-036	17382			HP PC	MXL417155X		
23-037	16933			hp pc	MXL24628WM		
23-038	16937			hp pc	MXL24628WS		
23-039	17497			hp pc	MXL50413B8		
23-040	17173			hp pc	2UA4431YM4		
23-041	16972			hp pc	2UA3511XZD		
23-042	16301			hp pc	MXL421341F		
23-043	17383			hp pc	MXL9374PS3		
23-044	17185			hp pc	2UA6121L67		
23-045	17178			hp pc	2UA6121P79		
23-046	17227			hp pc	MXL41013GL		
23-047	17560			UPS	2731BY0SM886800398		

CITY OF MONTCLAIR PROPERTY AUCTION LOG

DEPARTMENT Information Technology MONTH May 2023 PAGE 4 of 4

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE DESTROYED	SERIAL #	CR #	PRICE SOLD FOR
23-048	16169			HP PC	PZ631UA#ABA		
23-049	16182			hp pc	MXM6100625		
23-050	17561			MITEL Controller	10789		
23-051	17562			HP printer	CNRNQ20DWS		
23-052	16592			epson printer	j9uf000186		
23-053	17564			HP Printer	CNB9H3PJF1		
23-054	17565			Misc Box			
23-055	17566			Misc Box			
23-056	17567			Misc Box			
23-057	17568			HP Copier	CNCKMD1226		
23-058	17384			Intel server	LA8b80k8vu3084		
23-059	17385			APC UPS	JB0720012869		
23-060	17386			APC UPS	326		
23-061	17387			APC UPS	641		
23-062	17388			APC UPS	750		
23-063	17389			APC UPS	42		
23-064	17390			APC UPS	597		
23-065	17391			APC UPS	279		
23-066	17392			APC UPS	729		
23-067	17393			APC UPS	972		
23-068	17394			APC UPS	906		
23-069	17395			APC UPS	750		
23-070	17397			APC UPS	139		
23-071	17398			APC UPS	798		
23-072	17399			APC UPS	905		
23-073	17400			APC UPS	629		
23-074	17401			APC UPS	103		
23-075	17402			Samsung Monitor	02x4hckfb00080k		
23-078	17405			Chairs			
23-079	17406			APC UPS			



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	CCK280
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	CITY MGR./CITY CLERK
ITEM NO.:	4	PREPARER:	A. MYRICK
SUBJECT:	CONSIDER AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE PUBLIC RECORDS PURSUANT TO THE CITY OF MONTCLAIR RECORDS RETENTION SCHEDULE		

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

The subject records requested for destruction are listed on the attached *City of Montclair Destruction of Public Records Forms*. The current lists consist of on-site records from the Human Services, Administrative Services, and Police Departments.

BACKGROUND: On November 19, 2012, the City Council adopted Resolution No. 12-2973 establishing the Montclair Records Retention Schedule as the City of Montclair's Official Records Management Program.

The current procedure requires City Departments to submit a form to request destruction of records, which is reviewed by the City Clerk and the City Attorney for conformance with the retention schedule. The form is then submitted to the City Council for authorization to destroy the records.

FISCAL IMPACT: There would be no fiscal impact directly related to authorizing destruction of the subject records. The records are currently stored on-site, and staff time and the City's monthly on-site shred service will be used to destroy the records once approved.

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



CITY OF MONTCLAIR DESTRUCTION OF PUBLIC RECORDS FORM

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

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

Department: Human Services

Page 1 of 1

<i>Record type & Retention Period</i>	<i>Description of Records</i>	<i>Period covered</i>	<i>Additional Notes</i>
Activity/ Project Files; CU+2	Montclair to College Sign-In Sheets	Oct. 2019 to March 2020	
Liability Forms; CU +2	weight room & racquetball sign-in sheets	Sept. 2020 to Dec. 2020	
Activity/Project Files; CU+2	HS Vehicle Check-Out Logs	2020	
Leave Reports CU+6	Time Off Requests Forms	2016	
Liability Forms CU+2	Youth Activity Waiver	6/2019-3/2020	
Liability Forms CU+2	Adult Activity Waiver	6/2019-2/2020	
Liability Forms CU +2	Weight Room & Racquetball Courts Waiver	5/2019-3/2020	
Activity/Project Files; CU+2	HS Key Sign Out Logs	2020	

Approval for destruction of listed records:

Dept. Records Manager: *Alyssa Cepeda* Date: 4/3/23
 Department Head: *M. Lichter* Date: 4/4/23
 City Clerk: _____ Date: _____
 City Attorney: _____ Date: _____



CITY OF MONTCLAIR

DESTRUCTION OF PUBLIC RECORDS FORM

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

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

Department: Police

Page 1 of 5

<i>Record type & Retention Period</i>	<i>Description of Records</i>	<i>Period covered</i>	<i>Additional Notes</i>
Admin Doc CU+2	Letter from DOJ regarding COPS Count Survey	12-18-1998	
Admin Doc CU+2	Letters from Chief Eisenbrey thanking individuals for serving on an advisory board	12-3-1998	
Grants Approved CL+5	DOJ COPS applications	April 1998	
Grants Approved CL+5	COPS grant distribution list by agency	11-24-1998	
Grants Approved CL+5	SLESF/COPS expenditure summary report, correspondence, and agenda report	7-1-1997 to 9-15-1998	
Grants Approved CL+5	SLESF/COPS annual reconciliation reports	3-6-1997 to 9-8-1997	
Grants Approved CL+5	DOJ LLEBG Award 98LBVX3169	10-1-1998 to 9-30-2000	
Grants Approved CL+5	DOJ Grant 96-LB-VX-1049 financial status report	7-1-1998 to 9-30-1998	
Grants Approved CL+5	BJA LLEBG documents and applications	7-7-1998 to 9/1998	
Grants Approved CL+5	COPS worksheet - Department annual report	1-1-1997 to 12-31-1997	
Grants Approved CL+5	LLEBG FY 1997 documents	9-30-1997 to 2-18-1998	
Grants Approved CL+5	LLEBG letters and meeting minutes	6-24-1997	

Approval for destruction of listed records:

Dept. Records Manager: J. Reed #209 Date: 5/17/23
 Department Head: J. Reed #209 Date: 5/17/23
 City Clerk: _____ Date: _____
 City Attorney: _____ Date: _____

<i>Record type & Retention Period</i>	<i>Description of Records</i>	<i>Period covered</i>	<i>Additional Notes</i>
Grants Unapproved CU+2	Application and documents related to DOJ COPS 2014 grant	6-23-2014 to 3-12-2015	
Grants Approved CL+5	LLEBG status reports FY 2002-03	10-1-2002 to 9-30-2004	
Grants Approved CL+5	LLEBG FY 2003-04 status reports	10-1-2003 to 9-30-2005	
Grants Approved CL+5	SSLEG status reports	7-1-1999 to 6-30-2006	
Grants Approved CL+5	CLEEP status reports	7-1-2002 to 6-30-2003	
Grants Approved CL+5	Status reports for CLEEP, COPS, OMSD, Chaffey HSD, SSLEG, and LLEBG	3-31-2004 to 2-28-2006	
Grants Approved CL+5	Overtime expenditures funded by grant funds (spreadsheets)	2003 to 2005	Spreadsheets do not specify what grant(s)
Grants Approved CL+5	Letter and purchase orders related to CLEEP 2000-01	2-5-2001 to 8-2-2001	
Admin Docs CU+2	Letter in support of the City of Riverside's UHF/VHF/800 Band Project 25	7-28-2003	
Grants Approved CL+5	Waiver of direct subgrant award to allocate funds to SBC Juvenile Account. Project	4-28-2003	JAIBG 2003 grant
Grants Approved CL+5	Letters, agenda report, purchase orders, closeout procedures, AGMT, & award	3-15-2000 to 4-23-2002	CLETEP grant
Grants Approved CL+5	Memos in support of Safe Routes to School Program	3-28-2002 to 4-19-2002	
Grants Approved CL+5	Letter from DOJ announcing COPS in Schools Grant Award	3-20-2002	
Grants Approved CL+5	Waiver of direct subgrant award to allocate funds to SBC Juvenile Account. Project	1-27-2000 to 2-12-2001	JAIBG 2000 and 1999 grant
Grants Approved CL+5	Grant application for Conflict Resolution and Youth Mediation Grant Program	4-24-2001	For Kingsley Elementary
Grants Approved CL+5	Correspondence and operational agreement for ADA grant & committee mtg.	5-3-2000 to 5-4-2000	ADA grant 2000/01
Grants Approved CL+5	Annual accounting/report of appropriations received & expended for COPS funding	9-29-1999	SLESF/COPS 1998/99

Dept. Records Manager:

J. Reed #209

Date:

5/17/23

<i>Record type & Retention Period</i>	<i>Description of Records</i>	<i>Period covered</i>	<i>Additional Notes</i>
Grants Approved CL+5	COPS reconciliation form FY 1998-99 and correspondence	8-13-1999 to 9-29-1999	
Grants Approved CL+5	Dept. Annual Report for COPS hiring grant 1998 and COPS Officer Progress Reports	2-2-1999	Community Oriented Policing Services
Grants Approved CL+5	Correspondence re: SLESF new guidelines for liquidating encumbered funds	3-28-2003 to 5-27-2003	SLESF/COPS grant
Grants Approved CL+5	Notice of a Successful completion of FY2002 LLEBG RFD request for drawdown	4-30-2003	LLEBG FY2002
Grants Approved CL+5	Correspondence and messages re: LLEBG grants	8-19-2003 to 1-6-2004	LLEBG 1999, 2000, 2001, and 2002
Grants Approved CL+5	Documents and correspondence related to local law enforcement block grant awards	8-21-1996 to 4-21-1997	
Administrative Documents CU+2	Correspondence and solicitations for grants (not grant apps)	3-29-2004 to 4-28-2006	COPS, Homeland Security, & misc. grants
Administrative Documents CU+2	Correspondence re: ABC grants for local law enforcement - solicitation - not app	11-13-1996	
Audit Report copies S	Auditor's Report on equitable sharing of federal forfeitures	6-30-1996	Including financial statements
Administrative Documents CU+2	Correspondence to US DOJ and US Attorney's Office	2-6-1997	
Grants Approved CL+5	Documents related to the COPS FAST grant 1995	11-1994 to 2-1998	Award, correspondence, app
Grants Approved CL+5	Documents related to the Safe School Plan Implementation Grant 1996-97	9-30-1996 to 10-3-1996	Lehigh Elementary School Safe School Plan
Grants Approved CL+5	Documents related to the Explorer Post Grant 1994 (solicitation, app, award)	7-18-1994 to 6-14-1995	California State Lodge Fraternal Order of Police
Grants Approved CL+5	Letters of support to expand drug abuse programs in schools with grants	6-22-1993 to 6-20-1994	Youth Gang Drug Prevention Grant
Grants Approved CL+5	Documents related to the 2001-02 CLEEP grant	2-25-2002 to 8-13-2003	
Administrative Documents CU+2	Appropriations requests related to the Reeder Ranch and WECA Radio Project	FY 2005-06	
Grants Approved CL+5	COPS Grant 2009-RKWX0146	7-1-2009 to 6-30-2012	Official closeout date 12-9-2013

Dept. Records Manager:

J. Reed # 209

Date:

5-17-23

<i>Record type & Retention Period</i>	<i>Description of Records</i>	<i>Period covered</i>	<i>Additional Notes</i>
Grants Approved CL+5	Solicitation and application worksheet for CEDAP FY 2006 grant	8-31-2006	
Administrative Documents CU+2	Memo re: open purchase order for Mobile ID Solutions	7-6-2016	Scanned a copy
Administrative Documents CU+2	Memo re; transfer funds for short barrel rifle training	6-15-2016	Scanned a copy
Administrative Documents CU+2	Service requests for GM Business Interiors for WESTNET furniture and equipment	4-7-2014 to 1-7-2016	
Contracts and Agreements CL+5	MOU with SBWESTNET	2008-2013	
Administrative Documents CU+2	Letter from California 9-1-1 Emergency Comm. Division re: funding 9-1-1 projects	10-28-2011	9-1-1 for Kids
Administrative Documents CU+2	Letter to California 9-1-1 Emergency Comm. Office requesting reimbursement	10-3-2011	9-1-1 for Kids
Administrative Documents CU+2	Order form for 9-1-1 for Kids	2011	
Administrative Documents CU+2	Letters to Calif. 9-1-1 Emergency Comm. Office re: reimbursement for 9-1-1 for Kids	9-23-2010 to 6-21-2011	
Administrative Documents CU+2	Reimbursement claim to Calif. 9-1-1 Emerg. Communications Office	4-26-2011	9-1-1 for Kids
Administrative Documents CU+2	California 9-1-1 Emergency Communications Office form	11-10-2010	9-1-1 for Kids
Administrative Documents CU+2	Order form for 9-1-1 for Kids	2010	
Administrative Documents CU+2	Packing slips for 9-1-1 for Kids products	Dec 2010	
Administrative Documents CU+2	Memo receipt, Human Services Division facility rental sheet & application	2013	Class of 1968 MHS reunion
Contracts and Agreements CL+5	Maintenance agreement with Versatile Information Products	3-1-2000 to 2-28-2001	Racal Voice Logger
Contracts and Agreements CL+5	Software license agreement with Versatile Information Products	3-30-2000	Racal Voice Logger
Contracts and Agreements CL+5	Software license agreement with Versatile Information Products and site license	9-15-1997 to 2-3-1998	

Dept. Records Manager:

J REED #209

Date:

5-17-23

<i>Record type & Retention Period</i>	<i>Description of Records</i>	<i>Period covered</i>	<i>Additional Notes</i>
Contracts & Agreements CL+5	Maintenance agreement with Versatile Information Products	3-1-2002 to 2-28-2003	For the Racial voice logger
Accounts Payable AU+4	Motorola invoice for XTS 3000 radios	2-26-2002	And packing slips
Grants Approved CL+5	Office of Traffic Safety Grant - PS0522	10-1-2004 to 9-3-2005	
Grants Approved CL+5	Office of Traffic Safety Grant - PT0532	10-1-2004 to 9-30-2006	
Grants Approved CL+5	Office of Traffic Safety Grant - AL0629	10-1-2005 to 12-31-2007	And grant proposal
Grants Approved CL+5	Office of Traffic Safety Grant Proposal	FFY2010	
Administrative Documents CU+2	Memo regarding new guidelines for SLESF funds.	5-27-2003	Supplemental Law Enforc. Services Fund
Administrative Documents CU+2	Letters regarding 5LESF timeline	3-28-2003 & 5-22-2003	Supplemental Law Enforc. Services Fund
Administrative Documents CU+2	Memo regarding eliminating SBWESTNET and Re-Staffing CSU	1-20-2015	
Grants Approved CL+5	Letter from the State Department of Parks and Recreation regarding OGALS	12-29-2008	Office of Grants and Local Services
Contracts and Agreements CL+5	3M Company for ALPR maintenance, equipment, and software	12/2015 to 12/2016	AGMT 15-96
Contracts and Agreements CL+5	Pacific Truck & Auto Towing, Inc. for towed and stored vehicles at the City impound lot	8-1-2011 to 9-23-2016	AGMT 11-67
Contracts and Agreements CL+5	Pacific Truck & Auto Towing, Inc. for towed and stored vehicles at the City impound lot	5-18-2010 and 12/2010	AGMT 10-45 AGMT 10-136

Dept. Records Manager: J. Reed #209 Date: 5-17-23



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	STA666B
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	1	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. 20-89 WITH THE COUNTY OF SAN BERNARDINO FOR THE ADA AVENUE AND HOWARD STREET REHABILITATION PROJECT, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The City and San Bernardino County entered into a cooperative agreement for joint participation in a pavement rehabilitation project on Ada Avenue and Howard Street in December 2020, and an amendment is now necessary. Amendments to agreements and contracts with the City require City Council approval.

A copy of proposed Amendment No. 1 to Agreement No. 20-89 with the County of San Bernardino is attached for the City Council's review and consideration.

BACKGROUND: The Ada Avenue and Howard Street Rehabilitation Project (Project) is a joint project between the City of Montclair and the County of San Bernardino. The City Council approved Agreement No. 20-89 on November 2, 2020 to repair damaged street pavement and construction of Americans with Disabilities Act (ADA) curb ramps. Cooperative agreements allow the City to benefit from the added value in the economy of scale for larger projects. The Project includes grinding and milling the existing pavement and replacing the roadway surface with an overlay of new asphalt pavement. Due to increase in construction material costs, the new estimated total project cost is \$8,100,000. The City's share of the project cost is estimated to be \$455,000, which is \$220,000 more than the original estimate stipulated in Agreement No. 20-89.

Per the provisions of the proposed Cooperative Agreement, the County will serve as the lead agency in the preliminary engineering, design, survey, California Environmental Quality Act (CEQA) review and compliance, construction, and inspection phases of the Project.

FISCAL IMPACT: The Project will be funded with Senate Bill 1 Road Maintenance and Rehabilitation (RMRA) Funds. The Project was included in the RMRA project list for Fiscal Year 2020-21.

RECOMMENDATION: Staff recommends the City Council approve Amendment No. 1 to Agreement No. 20-89 with the County of San Bernardino for the Ada Avenue and Howard Street Rehabilitation Project, subject to any revisions deemed necessary by the City Attorney.

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



Contract Number

20-1175 A-1

SAP Number

Public Works

Department Contract Representative	Arlene B. Chun, M.S., P.E., Engineering Manager - Transportation Planning Division
Telephone Number	(909) 387-8167
Project	Montclair/Chino Area ADA Ramps and Overlay Project
Contractor	City of Montclair (CITY)
Contractor Representative	Monica Heredia, P.E., City Engineer
Telephone Number	(909) 625-9405
Contract Term	12/8/2020 – 12/31/2025
Original Contract Amount	\$235,000
Amendment Amount	\$220,000
Total Contract Amount	\$455,000
Cost Center	6650002000 20H15061/34H15066

IT IS HEREBY AGREED AS FOLLOWS:

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

AMENDMENT NO. 1

Recitals

WHEREAS, San Bernardino County (COUNTY) and the City of Montclair (CITY) (COUNTY and CITY are also each referred to herein as "Party" and collectively referred to herein as "Parties") previously entered into County Contract No. 20-1175 (herein after referred to as "the Agreement") wherein the Parties agreed to cooperate and jointly participate in pavement rehabilitation and an Americans with Disabilities Act (ADA) curb ramp and other related improvements in the Montclair and Chino areas (PROJECT); and

WHEREAS, construction material costs have increased and the parties share of PROJECT costs require adjustment; and

WHEREAS, the COUNTY and CITY are willing to increase their respective contributions in order to move forward with the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein, the Parties hereto agree the AGREEMENT, County Contract No. 20-1175, is amended as follows:

1. DELETE the Agreement's eighth WHEREAS recital and REPLACE it with a revised eighth WHEREAS recital, which shall read as follows:

WHEREAS, the total PROJECT cost is estimated to be \$8,100,000; and

2. DELETE the Agreement's ninth WHEREAS recital and REPLACE it with a revised ninth WHEREAS recital, which shall read as follows:

WHEREAS, COUNTY's share of PROJECT cost is estimated to be \$7,645,000 and the CITY's share of PROJECT cost is estimated to be \$455,000, as more particularly set forth in revised Exhibit "B"; which is attached hereto and incorporated herein by this reference; and

3. DELETE the existing paragraph 1.12 and REPLACE it with a revised paragraph 1.12, which shall read as follows:

1.12 Based on the COUNTY percentage calculated pursuant to paragraph 1.11 above, pay its share of the actual PROJECT costs. The actual PROJECT costs shall include the cost of PROJECT design, survey, CEQA compliance, construction, construction engineering, inspection, and COUNTY overhead costs. COUNTY's share of PROJECT costs is estimated to be \$7,645,000 and shall not exceed \$9,556,250 (25% increase over the COUNTY'S PROJECT cost estimate) absent a written amendment to this Agreement pursuant to paragraph 3.17.

4. DELETE the existing paragraph 2.5 and REPLACE it with a revised paragraph 2.5, which shall read as follows:

2.5 Within thirty (30) days after receipt of the itemized accounting and invoice from the COUNTY pursuant to paragraph 1.13 above, pay to the COUNTY the remainder of its share of the actual PROJECT costs based on the CITY percentage calculated pursuant to paragraph 1.11. The PROJECT costs shall include the cost of PROJECT design, survey, CEQA compliance, construction, construction engineering, inspection and COUNTY overhead costs. CITY shall pay all costs incurred by COUNTY associated with the adjustments to the CITY's manholes, regardless of the estimated cost or estimated number of manholes identified, even if they are higher than the estimated cost. CITY's share of PROJECT costs is currently estimated to be \$455,000 and shall not exceed \$568,750 (25% increase over the PROJECT cost estimate) absent a written approval from the CITY's designated representative.

5. ADD paragraph 2.6, which shall read as follows:

2.6 Provide a qualified CITY representative who has the authority to inspect PROJECT construction site upon notification by COUNTY via email and/or telephone that an inspection is needed within the CITY's limits.

6. DELETE the existing paragraph 3.7 and REPLACE it with a revised paragraph 3.7, which shall read as follows:

3.7 The Parties acknowledge that actual PROJECT costs may ultimately exceed current estimates of PROJECT costs. Any additional PROJECT costs (including, but not limited to, additional PROJECT costs caused by an increase in engineering cost, higher bid process, change orders, or arising from unforeseen site conditions, including utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.8 below)) over the estimated total of the PROJECT's cost of \$8,100,000 (which is the sum of \$7,645,000 from COUNTY and \$455,000 from CITY) shall be borne by each PARTY based upon where the work is required (i.e., whether the work is required in the COUNTY's or CITY's jurisdiction) up to the amounts set forth in Section 1.12 and 2.5, respectively.

- 7. DELETE the existing Exhibit "B" and REPLACE it with a revised Exhibit "B", attached to this Amendment as Exhibit "B-1" and incorporated into County Contract No. 20-1175 by this reference.
- 8. The Recitals of this Amendment No. 1 are incorporated into the Agreement by this reference.
- 9. Except as amended by this Amendment No. 1, all other terms and conditions of County Contract No. 20-1175 shall remain the same.
- 10. This Amendment No. 1 may be executed by the Parties in counterparts, all of which together shall constitute a single agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment No. 1 upon request.
- 11. This Amendment No.1 to the Agreement, County Contract 20-1175, is effective on the date it is approved and signed by both Parties, and shall conclude upon satisfaction of the terms identified in paragraph 3.16 of the Agreement or on December 31, 2025 (whichever occurs first).

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 by their authorized signatories below.

SAN BERNARDINO COUNTY

CITY OF MONTCLAIR

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

►

Dawn Rowe, Chair, Board of Supervisors

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

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

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

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

Title Mayor
(Print or Type)

By _____
Deputy

Dated: _____

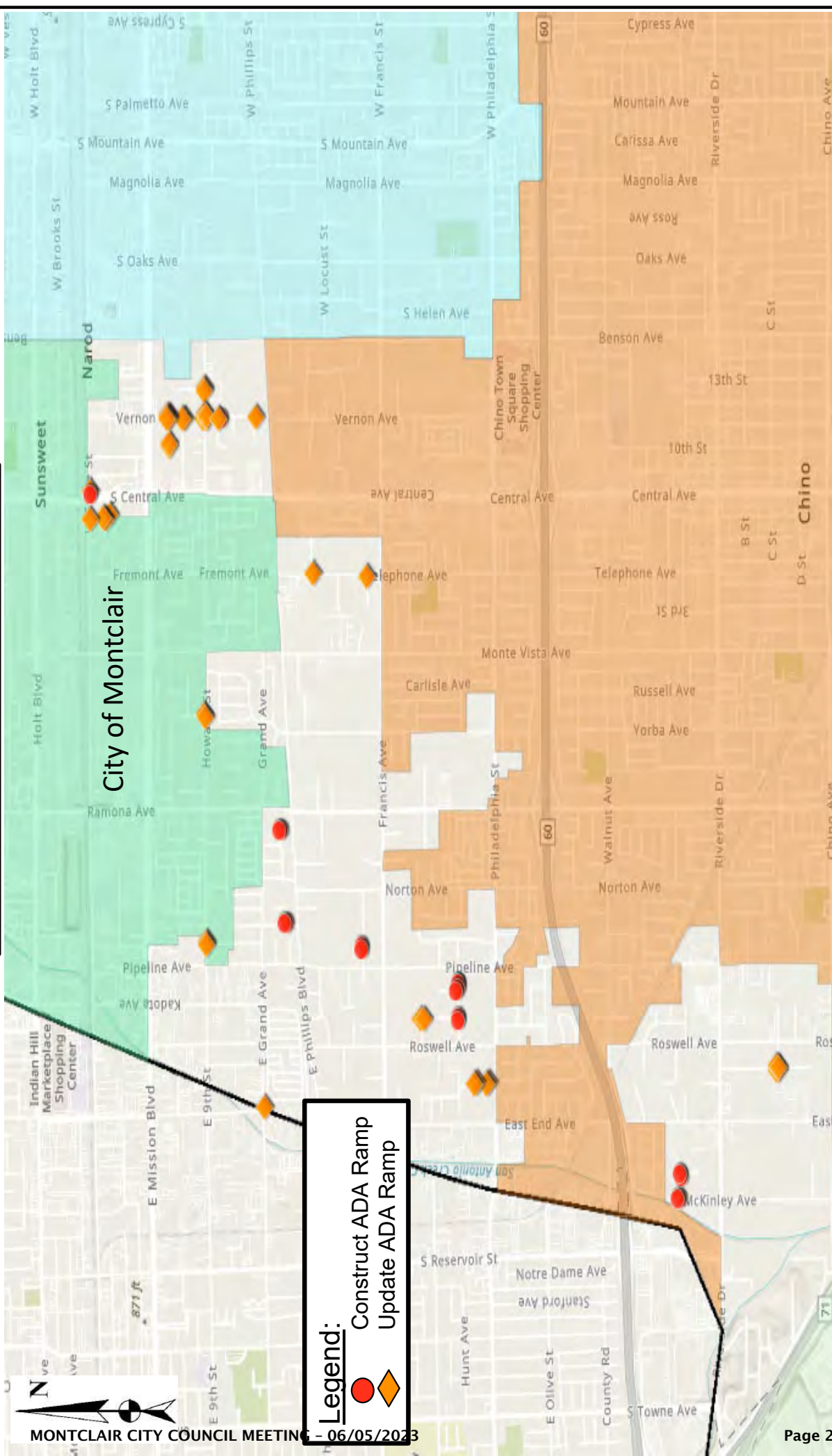
Address 5111 Benito Street
Montclair, CA 91763

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
<p>▶ _____</p> <p>Aaron Gest, Deputy County Counsel</p> <p>Date _____</p>	<p>▶ _____</p> <p>Andy Silao, P.E.</p> <p>Date _____</p>	<p>▶ _____</p> <p>Brendon Biggs, Director</p> <p>Date _____</p>

EXHIBIT B-1

DESCRIPTION	AMOUNT	SAN BERNARDINO COUNTY SHARE	CITY OF MONTCLAIR SHARE
Construction (including contingencies)	\$6,700,000	\$6,335,000	\$365,000
All Other Costs such as design, survey, CEQA compliance, construction engineering, inspection and County overhead	\$1,400,000	\$1,310,000	\$90,000
TOTAL	\$8,100,000	\$7,645,000	\$455,000

Montclair/Chino Area



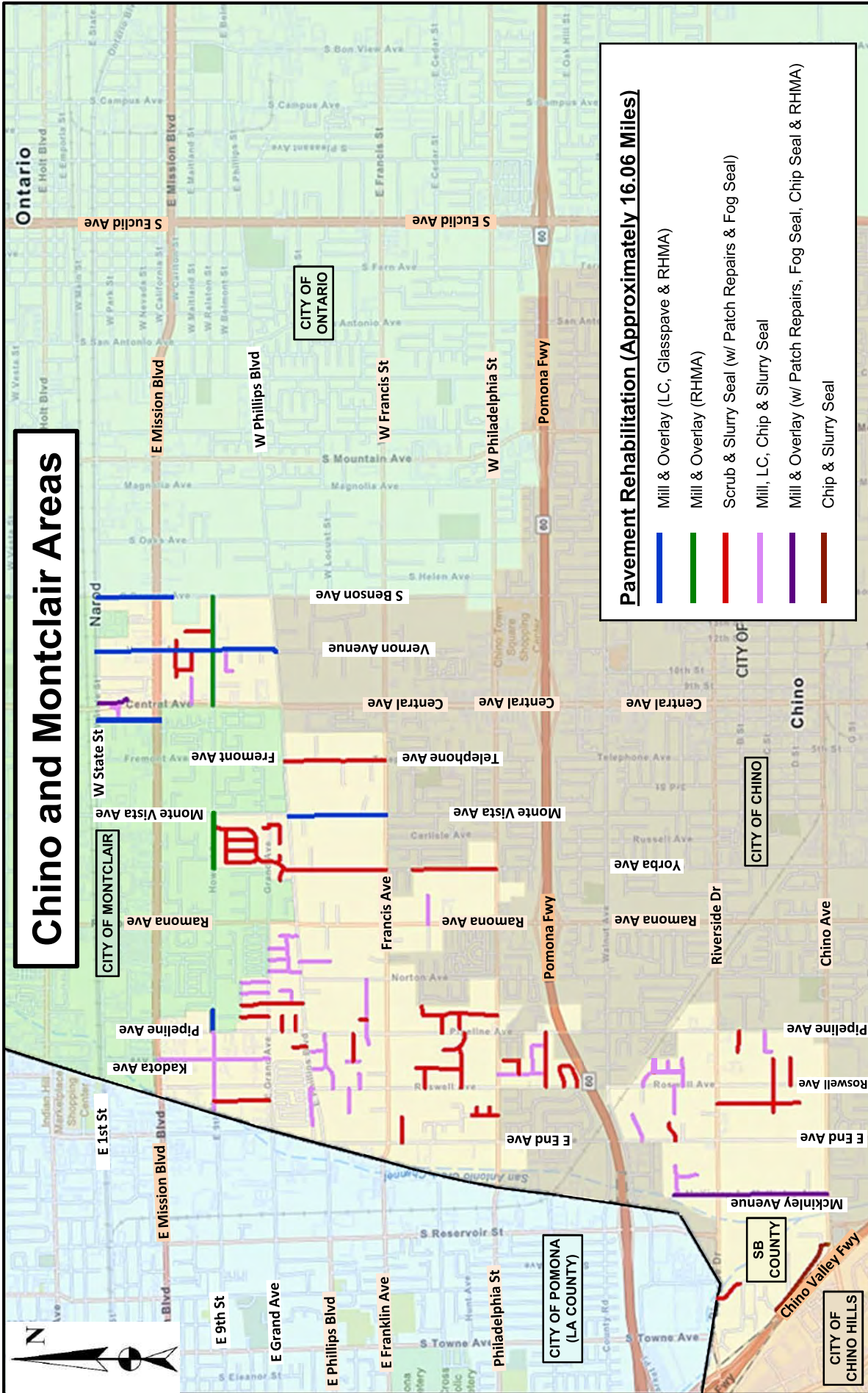
Legend:
 Construct ADA Ramp
 Update ADA Ramp

LOCATION MAP MONTCLAIR/CHINO ADA RAMPS VARIOUS ROADS/LOCATIONS ADA Ramp Construction and Updates



SAN BERNARDINO COUNTY
 DEPARTMENT OF PUBLIC WORKS
DISTRICT 4
YARD 1
W.O.# H15061

Chino and Montclair Areas



Pavement Rehabilitation (Approximately 16.06 Miles)

- Mill & Overlay (LC, Glasspave & RHMA)
- Mill & Overlay (RHMA)
- Scrub & Slurry Seal (w/ Patch Repairs & Fog Seal)
- Mill, LC, Chip & Slurry Seal
- Mill & Overlay (w/ Patch Repairs, Fog Seal, Chip Seal & RHMA)
- Chip & Slurry Seal

CHINO/MONTCLAIR AREA OVERLAY Various Roads/Locations LOCATION MAP



SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC WORKS
YARD 1 / DISTRICT 4
(WO H15066)

Infrastructure Fund Capital Project Funding Information

Project Name: Ada Avenue and Howard Street Rehabilitation Project

Project Details: The rehabilitation project will improve the roadway surface and replace pedestrian curb ramps surrounding the area of Ada Avenue and Howard Street. This is a joint project with the County of San Bernardino.

Preparation Date: May 31, 2023 Department: Public Works / Engineering

Project No. (Assigned by Finance): _____ Contact/Ext.: M. Heredia/X.441

Phase	Fiscal Years					Total	Fund/Program
	Prior Years	2020/2021	2021/2022	2022/2023	2023/2024		
Environmental							
Design							
R/W Acquisition							
Construction						455,000.00	SB1/RMRA
Total	0.00	0.00	0.00	0.00	0.00	455,000.00	

Approvals: _____ Date: _____

Department: Public Works / Engineering Dept. By: _____

Finance By: _____ Date: _____

City Council Date: _____

Revision Number: _____

Total Project Cost: \$455,000.00



CITY COUNCIL AGENDA REPORT

DATE: JUNE 5, 2023

FILE I.D.: HSV105

SECTION: CONSENT - AGREEMENTS

DEPT.: HUMAN SVCS.

ITEM NO.: 2

PREPARER: A. COLUNGA

SUBJECT: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. 21-42 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO ACCEPT ADDITIONAL FUNDING TO SUPPORT SENIOR CENTER ACTIVITIES AND THE SENIOR TRANSPORTATION PROGRAM

CONSIDER AUTHORIZING ASSISTANT CITY MANAGER/DIRECTOR OF HUMAN SERVICES RICHTER TO EXECUTE ALL AGREEMENTS AND ANY AMENDMENTS THERETO WITH SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES, SENIOR SUPPORTIVE SERVICES PROGRAM

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Amendment No. 1 to Agreement No. 21-42 with San Bernardino County Department of Aging and Adult Services (DAAS) to accept additional funding to support Senior Center activities and the Senior Transportation Program. In addition, the City Council is requested to consider authorizing Assistant City Manager/Director of Human Services Richter to execute all agreements and any amendments thereto with DAAS, Senior Supportive Services Program.

BACKGROUND: In Spring 2021, the Human Services Department applied for and was awarded a contract through DAAS, Senior Supportive Services Program to provide funding to support the Senior Center's activities and transportation program for older adults, ages 60 and over. On July 19, 2021, the City Council approved Agreement No. 21-42 for a three-year grant in the not-to-exceed amount of \$165,000. The City of Montclair is contracted to annually serve 40 participants and provide 3,500 units of service (one unit is equivalent to a one-way trip) plus 48 equivalent hours of Senior Center Activities.

Through the proposed amendment to Agreement No. 21-42, DAAS will provide the City with additional funding to support the Senior Center's activities and transportation program through the term of the contract.

FISCAL IMPACT: Should Amendment No. 1 to Agreement No. 21-42 be approved, DAAS will provide the City with an additional \$50,000 for a not-to-exceed total of \$215,000, which will assist the City in paying for staff salaries and program costs to support the Senior Center's activities and transportation programs. The term of the contract is unchanged, July 1, 2021 through June 30, 2024.

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

1. Approve Amendment No. 1 to Agreement No. 21-42 with the San Bernardino County Department of Aging and Adult Services to accept additional funding to support Senior Center activities and the Senior Transportation Program.
2. Authorize Assistant City Manager/Director of Human Services Richter to execute all agreements and any amendments with San Bernardino County Department of Aging and Adult Services, Senior Supportive Services Program.

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



Contract Number

21-562 A-1

SAP Number

4400017289

Department of Aging and Adult Services

Department Contract Representative	<u>Julie West</u>
Telephone Number	<u>(909) 387-2462</u>
Contractor	<u>City of Montclair</u>
Contractor Representative	<u>Marcia Richter</u>
Telephone Number	<u>(909) 625-9453</u>
Contract Term	<u>July 1, 2021 through June 30, 2024</u>
Original Contract Amount	<u>\$ 165,000</u>
Amendment Amount	<u>50,000</u>
Total Contract Amount	<u>\$ 215,000</u>
Cost Center	<u>5292001036</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 21-562, effective June 13, 2023, as follows:

SECTION I. DEFINITIONS

Amend Section I. to add additional definitions to read as follows:

- P. Older Adults Recovery and Resilience Funding (OARR) – A one (1) time General Fund augmentation that the CDA requested to strengthen older adult’s recovery and resilience from severe isolation and heal impacts from long-term stay at home due to Coronavirus (COVID-19) pandemic. The funding provides financial resources to support and maintain service needs to several senior programs, such as Fall Prevention, Nutrition and Title III-B and III-E programs under the Federal Older Americans Act.

- U. Voluntary Contributions – Any monies received from participants of Title III-B Senior Supportive Services that contributes towards the cost of this program, Participants of Supportive Services programs have the right to contribute toward that program. Any contribution from a recipient must be voluntary, kept confidential, and may not be coerced. Voluntary contributions are considered as program income and can only be used for the sole purpose of expanding the programs/services for which the contribution is given and may not be used on other programs.

SECTION V. FISCAL PROVISIONS

Amend Section V., Paragraphs A. and B., to read as follows:

- A. The maximum amount of cost reimbursement under this Contract shall not exceed a cumulative of \$215,000, of which \$215,000 may be Federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to each Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof, including travel and per diem. Overtime and holiday make-up time will not be permitted. Payments are subject to provisions in the Payments, Budgets, Closeout, and Audits.
- B. Contractor shall be compensated on a cost reimbursement basis, limited to the obligations and expenditures outlined in the Program Budgets (Attachment E) annually, attached hereto and incorporated by reference into this Contract. The Program Budget (Attachment E) will be revised annually, but shall not exceed the aggregate amount over the term of the Contract.

SECTION X. GENERAL PROVISIONS

Amend Section X. to add Paragraph S. to read as follows:

- S. Executive Order N-6-22 Russian Sanctions (applies to contracts utilizing State funding)– On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ATTACHMENTS

Amend Attachments to revise, add, or replace as follows:

Attachment A, Work Plan for Supportive Services, Section F, Paragraph b, amended to read as follows:

- b. Client Contributions and Confidentiality
 - i. Recipients of Supportive Services shall be given the opportunity to contribute toward the cost of services received. Inform recipients that there is no obligation to contribute and any contributions are voluntary.
 - ii. Contractor shall encourage seniors to contribute to the cost of services by notifying them at least annually, using the DAAS Senior Services Programs “Voluntary Contribution Flyer,” that voluntary contributions are accepted and are important to maintaining the service(s) provided. Provider shall notify Title III-B

Senior Service Program clients of voluntary contribution opportunities by posting the voluntary contribution flyer in a prominent area where services are provided (if not in-home) and by issuing the Voluntary Contribution Flyer (Attachment F) at the time of program enrollment. The provider shall not in any way employ tactics which could be viewed as coercive, embarrassing, and/or obligatory to the service being provided.

- iii. Any voluntary contribution letters sent to clients for Title III services may not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service.
- iv. Contractor shall ensure that all voluntary contributions by eligible participants are kept confidential.
- v. Contractor understands that all contributions received shall be identified as program income. Contractor shall establish appropriate procedures to safeguard and account for all voluntary contributions to protect from loss, mishandling, and theft.
- vi. Contractor shall use all voluntary contributions received to expand the same service (for which the voluntary contributions were given (Supportive Services) and to supplement NOT supplant funds received under the OAA.
- vii. No eligible individual shall be denied participation because of failure or inability to contribute.

Attachment E, Supportive Services Budget, replace in its entirety, 1 page.

All other terms and conditions of Contract No. 21-562 remain in full force and effect.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

SAN BERNARDINO COUNTY

City of Montclair

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

►

Dawn Rowe, Chair, Board of Supervisors

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

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

Name Marcia Richter
(Print or type name of person signing contract)

Title Assistant City Manager/
Director of Human Services
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address 5111 Benito Street
Montclair, CA 91763

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Jacqueline Carey-Wilson, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Patty Steven, Contracts Manager
Date _____

Reviewed/Approved by Department
►

Sharon Nevins, Director
Date _____

**COUNTY OF SAN BERNARDINO
III B SUPPORT SERVICES PROGRAM BUDGET**

Provider: City of Montclair

Fiscal Year: 2023-24

Orig Amend

Match Requirement: \$ 13,580

SERVICE	Assisted Transportation		Senior Center Activities								Total
	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	
Expected Service Units:	3500		48								
Expenditure Category:	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Total
1 Personnel	\$ 62,580										\$ 62,580
2 Staff Travel & Training											\$ -
3 Equipment											\$ -
4 Non-Inventoriable Equipment											\$ -
5 Consultants			\$ 12,600								\$ 12,600
6 Other Expenses:											\$ -
a Supplies			\$ 3,000								\$ 3,000
b Insurance											\$ -
c Repair & Maintenance											\$ -
d Rent/Building Space											\$ -
e Utilities											\$ -
f Vehicle Operations											\$ -
g Miscellaneous											\$ -
7 Indirect Cost											\$ -
Total Expenditures (add lines 1-7)	\$ 62,580	\$ -	\$ 15,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,180

Revenue Sources:	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Total
Federal Funds	\$ 14,000		\$ 4,500								\$ 18,500
Federal Funds ARP	\$ 35,000		\$ 11,100								\$ 46,100
Program Income											\$ -
Deferred Income											\$ -
Matching Cash	\$ 13,580										\$ 13,580
Matching In-Kind											\$ -
Non-Match Cash											\$ -
Non-Match In-Kind											\$ -
Total Revenue	\$ 62,580	\$ -	\$ 15,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,180

Submitted by:

DAAS Approval:

Marcia Richter, Assistant City Manager/Director of Human Services
print

Gina Gonzales
print



5/4/2023
Date



5/8/2023
Date

AP IIIB FAIN 2201CAOAEA-01
ARP IIIB FAIN 2101CASSC6-00
Dated 7-1-2022

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



Contract Number

21-562

SAP Number

4400017289

Department of Aging and Adult Services

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

IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

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

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

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ATTACHMENTS

ATTACHMENT A – WORK PLAN

ATTACHMENT B – COMPLAINT AND GRIEVANCE PROCEDURE

ATTACHMENT C – ASSURANCE OF COMPLIANCE

ATTACHMENT D – OOA SENIOR PROGRAMS VOLUNTARY CONTRIBUTIONS FLYER

ATTACHMENT E – PROGRAM BUDGET

I. DEFINITIONS

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

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

II. CONTRACTOR RESPONSIBILITIES

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

III. CONTRACTOR GENERAL RESPONSIBILITIES

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

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

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

For any subcontractor, Contractor shall:

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

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

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

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

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

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

- 1. Read, understand and comply with the Privacy and Security Requirements Summary.

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

- child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
- W. Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements: Under the terms of this Contract, as changes in the Elder and Dependent Adult Reporting Laws are enacted, the Contractor is bound to comply with the most current regulations.
1. Who Must Report: In accordance with Welfare and Institutions Code (W & I) Section 15630, all employees of the Contractor and its Subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement (SOC 341A) at <http://www.cdss.ca.gov/cdssweb/entres/forms/English/SOC341A.pdf>, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 2. When to Report: Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults immediately or as soon as practically possible, under the following circumstances:
 - a. When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse; or
 - b. When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, neglect, financial abuse, mental abuse, or sexual abuse.
 3. To Whom to Report: Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
 - a. If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement;
 - b. If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental Services or to the local law enforcement;
 - c. If the abuse occurred anywhere other than a long-term care facility or State mental hospital or State developmental center, the report shall be made to Adult Protective Services or local law enforcement.
 4. How to Report: Mandated reporters are required to take the following steps in all instances of known or suspected abuse of the elderly and dependent adults:
 - a. Place an immediate telephone call to Adult Protective services (1-877-565-2020) or local law enforcement to report the incident.
 - b. Within two (2) working days of making the telephonic report to the responsible agency, complete a written "Report of Suspected Dependent Adult/Elder Abuse"

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

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

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

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

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

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

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

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

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

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

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

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

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

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

 - a. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all

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

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

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

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

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

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

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

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

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

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

or

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

or

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

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

- f. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
 - g. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- DD. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- EE. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- FF. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
- 1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
 - 2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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

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

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

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

IV. COUNTY RESPONSIBILITIES

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

V. FISCAL PROVISIONS

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

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

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

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

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

Aging and Adult Services
Attention: III B Fiscal Analyst
784 E. Hospitality Lane
San Bernardino, CA 92415-0640
2. Annually – The following reports are due on an annual basis no later than July 15:
 - a. Financial Close-out Report (if requested by DAAS)
 - b. Periodic Inventory Report
 - c. Annual reports should be mailed to the following address:

Aging and Adult Services
Attention: III B Fiscal Analyst
784 E. Hospitality Lane
San Bernardino, CA 92415-0640
3. Single Audit – If Contractor is a Single Audit entity as defined in this Contract, Contractor shall:
 - a. Communicate the Catalog of Federal Domestic Assistance (CFDA) number to the independent auditor conducting the organization's Single Audit. The CFDA number for the IIIB Support Services is 93.044.
 - b. Provide a copy of Contractor's Schedule of Expenditures of Federal Awards (SEFA) to DAAS on an annual basis.
4. The Budget must set for the in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Contract:
 - a. Personnel Cost – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Contract.
 - b. Fringe Benefits.
 - c. Contractual Costs – subcontract and consultant cost detail.
 - d. Indirect Costs.
 - e. Rent – specify square footage and rate.
 - f. Supplies
 - g. Equipment – detailed descriptions and unit costs.
 - h. In-State Travel – mileage reimbursement rate, lodging, per diem and other.
 - i. Out of State Travel – any travel outside the State of California must have prior written authorization from DAAS. This is including mileage reimbursement rate, lodging, per idem and other costs. (2 CCR 599.615 et seq.)
 - j. Other Costs – a detailed list of other operating expenses.

D. Matching Contribution

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

VI. RIGHT TO MONITOR AND AUDIT

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

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

US Department of Health and Human Services: Administration on Aging

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

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

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

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

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

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

VIII. TERM

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

IX. EARLY TERMINATION

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

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

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

X. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

XI. CONCLUSION

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

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


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

SAN BERNARDINO COUNTY

▶ *Curt Hagman*
 Curt Hagman, Chairman, Board of Supervisors

Dated: JUL 27 2021
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Myrick*
 Lynna Myrick
 Clerk of the Board of Supervisors
 of San Bernardino County
 Deputy



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

By ▶ *Javier John Dutrey*
 (Authorized signature - sign in blue ink)

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

Title Mayor
 (Print or Type)

Dated: 7/19/2021

Address 5111 Benito Street
Montclair, CA 91763

ATTEST:
Andrea M. Myrick
 Andrea M. Myrick, City Clerk

FOR COUNTY USE ONLY

Approved as to Legal Form ▶ Jacqueline Carey-Wilson, County Counsel Date _____	Reviewed for Contract Compliance ▶ Becky Giroux, Contracts Manager Date _____	Reviewed/Approved by Department ▶ Sharon Nevins, Director Date _____
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(whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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

SAN BERNARDINO COUNTY

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

▶

Curt Hagman, Chairman, Board of Supervisors

By ▶

(Authorized signature - sign in blue ink)

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

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

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

Title Mayor
(Print or Type)

By _____
Deputy

Dated: _____

Address 5111 Benito Street
Montclair, CA 91763

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
Jacqueline Carey-Wilson
Jacqueline Carey-Wilson, County Counsel
Date July 13, 2021

Reviewed for Contract Compliance
DocuSigned by:
Becky Giroux
Becky Giroux, Contracts Manager
Date July 13, 2021

Reviewed/Approved by Department
DocuSigned by:
Glenda Jackson Glenda Jackson for
Sharon Nevins, Director
Date July 13, 2021

WORK PLAN
 City of Montclair
 FY 2021 – 2022

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

I. Scope of Work

A. Services will be provided as follows:

Regional Service Area	Communities
West Valley	Montclair

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

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

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

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

		Development and provision of new volunteer opportunities and services, and creation of additional services and programs to remedy gaps and deficiencies in existing services. Entertainment costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities, are not allowable.	
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¹ **Registered Service** - Reporting requirements include unduplicated client counts by individual characteristics, ADLs/IADLs and service units.

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

C. Clientele and Eligibility Requirements

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

D. Program Requirements

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

ATTACHMENT A

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

E. Service Deliverables

a. Staffing

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

b. Volunteer Staff

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

c. Training Activities

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

d. Conflict of Interest

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

F. Other Service Requirements

a. Physical Set-Up

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

b. Client Contributions and Confidentiality

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

c. Coordination Activities

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

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

7. Program Reporting Requirements

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

ATTACHMENT A

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

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

3) Annual Update

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

4) Cancellations

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

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

ATTACHMENT A

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

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

CLIENT COMPLAINT AND GRIEVANCE PROCEDURE

Older Americans Act Programs

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

Reference: Title 22, Article 5. Grievance Process

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

Complaints

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

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

Instructions

Complete the attached form and provide the requested information:

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

First Level of Grievance

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

Time Frame

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

Second Level Grievance

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

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

Time Frame

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

Note the following:

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

Complaints maybe hand delivered or mailed to the following address:

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

Or fax to: 909-891-3940

Second Level Grievance Processing:

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

Final Grievance Resolution

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

Hearing Procedure

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

Conclusion of the Hearing

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

ATTACHMENT B

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

Civil Rights

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

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

GRIEVANCE PROCEDURE CERTIFICATION

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

Signature of Service Recipient

Date

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

ATTACHMENT B

Grievant Name

Name of Service Provider

Home Address

Telephone Number

Date of Action Causing Grievance

Date of Meeting with Contract Provider

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

Remedy Sought

Grievant Signature

Date Filed

Grievance Review - Level I

Date Received

Level I Reviewer Signature

Response Date

Reviewers Printed
Name

Level I Decision (Attached on separate sheet)

I concur and do not appeal to
the 2nd Level

I do not concur and appeal to the 2nd level

Reason for
Appeal

Grievance Review - Level II

Date Received

Level II Reviewer Signature

Response Date

Reviewers Printed
Name

Level II Decision (Attached on separate sheet)

I concur and do not appeal for
Hearing

I do not concur and request a Hearing

ASSURANCE OF COMPLIANCE STATEMENT

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

City of Montclair
NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

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

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

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

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

7/17/2021
DATE

[Signature]
SIGNATURE
City of Montclair
ORGANIZATION



Older Americans Act Senior Programs

Aging and Adult Services

Voluntary Contributions

Introduction

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

Purpose

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

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

Confidentiality

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

Voluntary

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

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

Aging and Adult Services

www.SBCounty.gov/daas

COUNTY OF SAN BERNARDINO
III B SUPPORT SERVICES PROGRAM BUDGET

Provider: City of Montclair
Match Requirements: 5 3,000
Fiscal Year: 2021-22
Credit Amend

SERVICE	Assisted Transportation 3500		Senior Center Activities 40		Total
	Cash	In-Kind	Cash	In-Kind	
Expected Service Units:					
Expenditure Category:					
1. Personnel	\$ 21,500				\$ 21,500
2. Staff Travel & Training					
3. Equipment					
4. Non-Inventoriable Equipment					
5. Consultants					
B. Other Expenses:					
a. Supplies	\$ 1,000		\$ 11,500		\$ 12,500
b. Insurance					
c. Repair & Maintenance					
d. Rent/Building Space					
e. Utilities					
f. Vehicle Operations					
g. Miscellaneous					
7. Indirect Cost					
Total Expenditures (add lines 1-7)	\$ 22,500	\$ -	\$ 11,500	\$ -	\$ 34,000

Revenue Sources:	Assisted Transportation 3500		Senior Center Activities 40		Total
	Cash	In-Kind	Cash	In-Kind	
State Funds					
Federal Funds	\$ 20,000		\$ 10,000		\$ 30,000
Program Income					
Deferred Income					
Matching Cash	\$ 2,500		\$ 1,500		\$ 4,000
Matching In-Kind					
Non-Match Cash					
Non-Match In-Kind					
Total Revenue	\$ 22,500	\$ -	\$ 11,500	\$ -	\$ 34,000

Submitted by: _____
 Date: 6/30/2021
 Approved by: _____
 Date: 6-11-21
 Marcia Richter, Director of Human Services
 City of Montclair, 1118 N. 2nd St., Montclair, CA 91763
 Phone: (951) 770-2000
 Fax: (951) 770-2001
 Email: mrichter@montclair-ca.gov



CITY COUNCIL AGENDA REPORT

DATE: JUNE 5, 2023

FILE I.D.: HSV030

SECTION: CONSENT - AGREEMENTS

DEPT.: HUMAN SVCS.

ITEM NO.: 3

PREPARER: A. COLUNGA

SUBJECT: CONSIDER APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT NO. 22-59 TO ACCEPT ADDITIONAL FUNDING FROM THE ONTARIO-MONTCLAIR SCHOOL DISTRICT TO SUPPORT THE MONTCLAIR AFTER-SCHOOL PROGRAM SUMMER SESSION AT MONTERA ELEMENTARY SCHOOL

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Amendment No. 3 to Agreement No. 22-59 to accept funding from the Ontario-Montclair School District (OMSD) to support the Montclair After-School Program Summer Session at Montera Elementary School.

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

Agreement No. 22-59 was approved by City Council on June 6, 2022 and provides funding for summer expanded learning from May to June 2023 at the following five school sites: Kingsley, Lehigh, Mission, Monte Vista, and Serrano. Amendment No. 3 will add additional funding to support the Summer Session at Montera Elementary School from June 5 to June 23, 2023.

FISCAL IMPACT: Should the City Council approve proposed Amendment No. 3 to Agreement No. 22-59, OMSD would provide an amount not to exceed \$20,000 to fund personnel, training, supplies, and grant oversight for the operation of the Montclair After-School Program Summer Session at Montera Elementary School. The term of proposed Amendment No. 3 to Agreement No. 22-59 is July 1, 2022, through June 30, 2023.

RECOMMENDATION: Staff recommends the City Council approve Amendment No. 3 to Agreement No. 22-59 to accept additional funding from the Ontario-Montclair School District (OMSD) to support the Montclair After-School Program Summer Session at Montera Elementary School.



ONTARIO-MONTCLAIR SCHOOL DISTRICT
Ontario, California

Agreement No. 22-59
Amendment No. 3

AMENDMENT TO CONSULTANT SERVICES

Contract #: C _____ Amendment: M ____ Original Start Date _____ Original End Date _____

Contract _____ is herewith amended between the Ontario-Montclair School District and
Contract Number
_____ as authorized by the Terms and Conditions of the original Agreement
Consultant Name
except for:

AMENDMENT TO TERM (only to be filled out if the original date of agreement is changing):

Start Date: _____ End Date: _____
REQUIRED IF EXTENDING TERM

AMENDMENT TO SERVICES:

Multiple horizontal lines for text entry under the 'AMENDMENT TO SERVICES' section.

AMENDMENT TO COMPENSATION:

DISTRICT agrees to compensate CONSULTANT in the following manner:

Multiple horizontal lines for text entry under the 'AMENDMENT TO COMPENSATION' section.

In witness whereof, the parties hereto have caused this Agreement to be executed on Date of Board Meeting:

DISTRICT

CONSULTANT

Signature
Phil Hillman
Printed Name
Chief Business Official
Title
Ontario-Montclair School District
950 West D Street Ontario, CA 91762
(909) 459-2500

Signature
Javier John Dutrey
Printed Name
Mayor
Title
5111 Benito St Montclair CA 91763
Address
(909) 625-9479
Telephone Number

Approved by Board of Trustees:



AGREEMENT FOR SERVICES

ONTARIO-MONTCLAIR SCHOOL DISTRICT

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

THIS AGREEMENT is made and entered into this 16 day of June, 2022 by and between the Ontario-Montclair School District, hereinafter referred to as the "DISTRICT," and City of Montclair, hereinafter referred to as the "CONSULTANT."

1. SERVICES TO BE PERFORMED BY CONSULTANT

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

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

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

2. COMPENSATION

- a) **Compensation for Services.** Except as otherwise provided in this Agreement, DISTRICT agrees to compensate CONSULTANT for services rendered under this Agreement as follows:

See Attachment B and Schedule A for details.

- b) **Travel Expenses.** DISTRICT will pay no additional amount for travel or other expenses of CONSULTANT under this Agreement unless specified below under section 2(c). Should travel or other expenses be specified below, CONSULTANT shall be entitled to the lesser amount of
 - 1. The not to exceed amount stated, or
 - 2. The actual amount expended. Supporting documentation for the authorized travel or other expenses shall be attached to this Agreement.
- c) **Summary of Compensation**

Services:	\$141,056.44	
Travel Expense:	NA	
Total contract amount not to exceed (<i>services + travel</i>)		\$141,056.44
- d) **Retired STRS or PERS.** If this Agreement is with an individual consultant, CONSULTANT shall notify the DISTRICT whether or not CONSULTANT is a retired member of the California State Teacher's Retirement System (STRS) or the California Public Employees Retirement System (PERS).
- e) **Income Tax.** DISTRICT will not withhold any federal or state income tax for payment made pursuant to this Agreement but, if applicable, will provide CONSULTANT with a statement of earnings at the end of each calendar year. CONSULTANT is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.
- f) **Documentation Required For Payment.** Unless specified below, payment for services and travel shall be made by DISTRICT to CONSULTANT after services/travel has been completed and consultant submits documentation for payment (e.g. consultant invoice).

3. TERM OF AGREEMENT

The term of this Agreement is from July 1, 2022 through June 30, 2023, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. DISTRICT and CONSULTANT may mutually agree in writing to extend the term of this Agreement provided, however, DISTRICT shall not be obligated to pay CONSULTANT any additional consideration unless CONSULTANT undertakes additional services, in which instance the consideration shall be increased as DISTRICT and CONSULTANT shall agree in writing.

4. OBLIGATIONS OF CONSULTANT

- a) **Services Performed.** During the term of this Agreement, CONSULTANT agrees to diligently prosecute the work specified in the "Services to be Performed by Consultant" to completion. CONSULTANT may represent, perform services for, and be employed by such additional clients, persons, or companies as CONSULTANT, in CONSULTANT's sole discretion, sees fit.
- b) **Use of District Space and Resources.** CONSULTANT will provide all space, materials, tools, and instrumentalities required to perform the services under this Agreement at CONSULTANT's expense, and shall not be entitled to reimbursement. CONSULTANT shall not be entitled to any benefits the DISTRICT may make available to its employees, including, but not limited to, office or business equipment, office space, supplies, group health, life insurance, vacation or retirement benefits.

- c) **Regulatory Compliance.** CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- d) **Asbestos Hazard Emergency Response Act (AHERA) and Lead Based Paint Compliance.** CONSULTANT shall comply with the DISTRICT's Asbestos Hazard Emergency Response Act (AHERA) and Lead Based Paint compliance procedures. Prior to starting any construction work at a DISTRICT facility (including demolition, drilling/penetrating, cutting/tearing, sanding, scraping, screwing/unscrewing, or other similar activities) the following requirements must be met:
1. Contact the Facilities Planning and Operations Department (909-418-6366) to discuss the project and the planned method of construction or installation to occur.
 2. Receive and review the District's Asbestos Hazard Emergency Response Act (AHERA) Management Plan Book that identifies the known location(s) of asbestos and/or lead-based paint containing materials for the subject site to confirm these materials will not be disturbed during the course of your work.
 3. Obtain authorization from the Facilities Planning and Operations Department.
- e) **Fingerprinting.** CONSULTANT shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have any interaction with the DISTRICT's pupils (whether such interaction is in person or electronic, and whether the interaction is through writing, voice or video) if CONSULTANT, including but not limited to CONSULTANT if CONSULTANT is among the agents providing services, has any student interaction outside of the immediate supervision and control of the pupils' parent/guardian or a school employee. If at any time during the term of this Agreement CONSULTANT is either notified by the Department of Justice or otherwise becomes aware that any employee of CONSULTANT, including CONSULTANT, performing services under this Agreement has been arrested or convicted of a violent or serious felony as defined in California Education Code Section 45122.1, CONSULTANT agrees immediately to notify the DISTRICT and remove said employee from performing services on this Agreement. CONSULTANT shall certify in writing to the DISTRICT that neither the CONSULTANT nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Education Code section 45122.1 (Exhibit A).
- f) **Indemnification.** CONSULTANT shall indemnify, pay for the defense of, and hold harmless DISTRICT and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CONSULTANT's negligent or willful acts and/or omissions in rendering any services hereunder, including but not limited to the negligent or willful acts and/or omissions of CONSULTANT's employees and agents. CONSULTANT shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning CONSULTANT or any employee/agent of CONSULTANT and shall further indemnify, pay for the defense of, and hold harmless DISTRICT of and from any such payment or liability arising out of or in any manner connected with CONSULTANT's performance under this Agreement.
- g) **Insurance Requirements.** During the entire term of this Agreement, CONSULTANT shall procure, pay for and keep in full force and effect the following types of insurance:

1. **General Liability Insurance.** Commercial general liability insurance, covering bodily injury liability, property damage liability and personal injury liability of CONSULTANT with respect to the services provided by, or on behalf of, CONSULTANT under this Agreement. The policy limits shall not be less than One Million dollars (\$1,000,000) per occurrence. The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONSULTANT's policy should have an exclusion for sexual molestation or abuse claims, then CONSULTANT shall be required to procure a supplemental policy providing such coverage.

a. The DISTRICT requires the Certificate of Liability Insurance to show the DISTRICT as the "Certificate Holder" and "Additional Insured" on the CONSULTANT'S general liability insurance policy. Requested wording in the "Description box" is as follows:

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

2. **Auto Liability Insurance.**

CONSULTANT agrees that services in conjunction with this agreement will be conducted in CONSULTANT's office or at a DISTRICT school site and CONSULTANT will not drive Student in private or commercial vehicle to conduct assessments or conduct other business in conjunction with this agreement. Accordingly, commercial automobile insurance will not be required in conjunction with this agreement. Should CONSULTANT need to provide services in conjunction with this agreement that do require Student transportation in a private or commercial vehicle, the DISTRICT and CONSULTANT will mutually agree on services to be provided, and CONSULTANT will provide insurance as follows: Business auto liability insurance covering the use of "owned, non-owned and hired" autos by or on behalf of CONSULTANT respect to the services to be performed under this Agreement. The policy limits shall not be less than One Million dollars (\$1,000,000) per occurrence. The Auto Liability Insurance policy shall include waiver of subrogation via separate endorsement.

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

The policies of insurance described in Paragraph (4g.1-3) listed above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage required in Paragraph (4g.1-3) shall be provided to DISTRICT prior to the commencement of services under this Agreement. CONSULTANT agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph (4g.1-3) above without first giving the DISTRICT's Chief Business Official, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, CONSULTANT agrees to immediately provide DISTRICT true and correct copies of all new or revised certificates of insurance.

h) **Written Consent.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONSULTANT without the prior written consent of DISTRICT.

- i) **Vaccine Verification/Testing:** CONSULTANT shall verify the vaccination status of all “workers” and to require all unvaccinated or incompletely vaccinated workers to undergo weekly diagnostic screening testing and shall complete and return the Contractor Attestation of Compliance (Exhibit B).

5. OBLIGATIONS OF DISTRICT

- a) **Professional Services.** DISTRICT agrees to comply with all reasonable requests by CONSULTANT and to provide access to all documents reasonably necessary for the performance of CONSULTANT’s duties under this Agreement.

6. TERMINATION OF AGREEMENT

- a) **Termination without Cause.** Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.
- b) **Termination for Breach.** Should CONSULTANT default in the performance of this Agreement or breach any of its provisions, DISTRICT may terminate this Agreement by giving written notification to CONSULTANT.
- c) **Immediate Suspension/Termination by District.** If at any time during the performance of this Agreement DISTRICT determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, DISTRICT shall have the right to terminate the performance of CONSULTANT’s services hereunder by giving written notification to CONSULTANT of its intention to terminate.
- d) **Effect of Termination.** In the event that DISTRICT terminates this Agreement under paragraph (b) or (c) of this Section, CONSULTANT shall only be paid for those services rendered to the date of termination. All cash deposits made by DISTRICT to CONSULTANT, if any, shall be refundable to DISTRICT in full upon termination of this Agreement unless specified to the contrary below.
NA

7. GENERAL PROVISIONS

- a) **Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for DISTRICT and CONSULTANT. The foregoing addresses may be changed by written notice to the other party as provided herein.
- b) **Validity of Agreement.** This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both

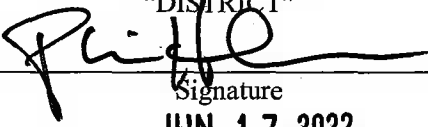
parties, except DISTRICT may unilaterally amend the Agreement to accomplish the changes listed below:

(1) Increase dollar amounts; (2) Administrative changes; and (3) Changes as required by law.

- c) **Court Findings.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- d) **California Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- e) **Audit.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONSULTANT, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of the DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.
- f) **Contractual/Equitable Remedies.** CONSULTANT agrees that the DISTRICT is the sole entity against whom the CONSULTANT may seek either contractual or equitable remedies, and further agrees not to seek contractual or equitable remedies (including, but not limited to injunctive relief and quantum meruit) against DISTRICT employees or beneficiaries of the Agreement.
- g) **Board of Trustees Approval.** CONSULTANT warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind it hereto. This Agreement shall not become binding upon the DISTRICT until it has been duly approved or ratified by the Board of Trustees.

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

"DISTRICT"

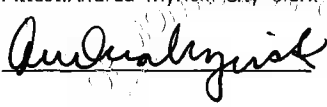

Signature

JUN 17 2022
Date

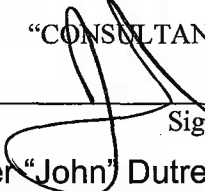
Phil Hillman, Chief Business Official
Printed Name/Title

Ontario-Montclair School District
950 West D Street Ontario, CA 91762

Approved by OMSD Board:
JUN 16 2022

Attest: Andrea Myrick, City Clerk


"CONSULTANT"


Signature

Javier "John" Dutrey, Mayor
Printed Name/Title

6.6.2022
Date

jdutrey@cityofmontclair.org
Email Address/

5111 Benito Street
Street Address

Montclair, CA 91763
City, State, Zip Code

(909) 626-8571
Telephone Number

Exhibit A

**Certification of Compliance with California Education Code Section 45125.1
(Fingerprinting)**

In compliance with California Education Code Section 45125.1, I hereby certify that no owner or employee of City of Montclair [name of CONSULTANT] (“CONSULTANT”) who may have any interaction with pupils (whether such interaction is in person or electronic, and whether the interaction is through writing, voice or video) outside of the immediate supervision and control of the pupils’ parent/guardian or a school employee, shall be permitted to have any contact with students until after I have received and reviewed a report based on their LiveScan fingerprint report that they have not been convicted of a felony as defined in California Education Code Section 45122.1. In advance of their contact with pupils, I shall certify receipt and review of a report from the LiveScan report that they have not been convicted of a felony as defined in California Education Code Section 45122.1. I also understand that I must provide to the Ontario-Montclair School District any subsequent arrest and conviction information that we receive concerning these individuals, and that I shall immediately remove the person from performing services on this Agreement. The Ontario-Montclair School District is entitled to rely upon my representations in this Certification. CONSULTANT hereby agrees to indemnify Ontario-Montclair School District for any and all claims, damages, suits and liability that arise out of, relate to or is associated with a failure of CONSULTANT to comply with California Education Code Section 45125.1 or with a failure to exercise reasonable care with respect to proper selection and/or supervision of CONSULTANT’s employees who may come in contact with pupils.

CONSULTANT INFORMATION

Signature

Javier “John” Dutrey, Mayor

Printed Name/Title

6.6.2022

Date

jdutrey@cityofmontclair.org

Email Address/

5111 Benito Street

Street Address

Montclair, CA 91763

City, State, Zip Code

(909) 626-8571

Telephone Number

Exhibit B

VACCINE VERIFICATION/TESTING POLICY

On August 11, 2021, the California Department of Public Health (“CDPH”) issued State Public Health Officer Order of August 11, 2021 (“Order”),¹ which requires all public and private schools serving TK through 12th grade students to verify the vaccination status of all “workers” and to require all unvaccinated or incompletely vaccinated workers to undergo weekly diagnostic screening testing. The Order took effect August 12, 2021, and requires full compliance by October 15, 2021.

To comply with this legal mandate, the District is imposing the following requirements for all “workers” who enter District sites. The term “workers” includes all District employees, contractors, volunteers, and any other paid or unpaid adult serving in the District or who is working on-site at any school campus or District facility.

Vaccine Verification

You must verify the vaccination status of all of your employees using one of the following methods of proof:

- a. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card²) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
- b. A photo of a Vaccination Record Card (front and back) as a separate document; OR
- c. A photo of the worker’s Vaccination Record Card (front and back) stored on a phone or electronic device; OR
- d. Documentation of COVID-19 vaccination from a health care provider that includes the patient’s name, vaccine date(s), and vaccine type; OR
- e. Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.

Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated. “Fully Vaccinated” means individuals who are considered fully vaccinated for COVID-19: two weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen). “Incompletely vaccinated” means persons who have received at least one dose of COVID-19 vaccine but do not meet the definition of fully vaccinated.

¹ The Order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Vaccine-Verification-for-Workers-in-Schools.aspx>.

² “WHO Yellow Card” refers to the original World Health Organization International Certificate of Vaccination or Prophylaxis issued to the individual following administration of the COVID-19 vaccine in a foreign country.

Testing Requirement for Workers Not Fully Vaccinated

Effective October 15, 2021, workers will only be permitted on District sites and facilities if they have submitted proof of vaccination (as described above) or if not fully vaccinated, have undergone weekly COVID-19 diagnostic screening testing, as follows:

- a. Workers may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.
- b. Unvaccinated or incompletely vaccinated workers must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.
- c. Effective October 15, 2021, unvaccinated workers who fail or refuse to comply with the weekly testing requirement will be excluded from District sites and facilities.

We are not asking you to provide us with vaccination records or other medical or health records of your employees, but merely that you comply with the requirements set forth above for verifying vaccination status and/or requiring your employees to submit to weekly testing.

CONTRACTOR ATTESTATION OF COMPLIANCE

**MANDATORY VACCINATION VERIFICATION/WEEKLY TESTING OF
CONTRACTED WORKERS PROVIDING SERVICES AT ONTARIO-MONTCLAIR
SCHOOL DISTRICT**

CONTRACTOR NAME: City of Montclair

AGREEMENT/PURCHASE ORDER #: C-223-048

NAME OF PERSON MAKING THIS ATTESTATION: Javier "John" Dutrey

TITLE OF PERSON MAKING THIS ATTESTATION: Mayor

On behalf of the Contractor named above, the undersigned hereby attests:

I/Contractor have read, understand, and will comply with the District's Vaccine Verification/Testing Policy as outlined in this correspondence and the State Public Health Officer Order of August 11, 2021, with regard to employees of the Contractor providing services at District sites and facilities.

Initial: 

I/Contractor have verified the vaccination status of all employees who provide services at District sites and facilities using one of the following methods of proof:

- a. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card³) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
- b. A photo of a Vaccination Record Card (front and back) as a separate document; OR
- c. A photo of the worker's Vaccination Record Card (front and back) stored on a phone or electronic device; OR
- d. Documentation of COVID-19 vaccination from a health care provider that includes the patient's name, vaccine date(s), and vaccine type; OR
- e. Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.

Initial: 

³ "WHO Yellow Card" refers to the original World Health Organization International Certificate of Vaccination or Prophylaxis issued to the individual following administration of the COVID-19 vaccine in a foreign country.

Attachment A

CONSULTANT: City of Montclair

Services to be performed by **CONSULTANT:**

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

- I. **CONSULTANT** will provide staff and materials to operate the expanded learning program services at the following sites:
 - a. Kingsley
 - b. Lehigh
 - c. Mission
 - d. Monte Vista
 - e. Serrano.
- II. **CONSULTANT** will have the following responsibilities in support of the ASES program:
 - a. Coordinate the academic assistance, homework support, and enrichment portions (including time for physical activity) of the ASES program at each school site.
 - b. Hire, train, and supervise site staff, including the site coordinators and program leaders.
 - c. Seek regular input from principals regarding performance evaluations, including recommendations for retraining and terminating a site coordinator and/or other site staff.
 - d. Participate in all cross-training for site coordinators and program leaders.
 - e. Maintain ongoing communication between **CONSULTANT** staff and school staff regarding student needs and progress, including, but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
 - f. Coordinate ASES activities with school staff to assure program supports current academic goals of teachers and administrators.
 - g. Provide academic assistance and other activities specifically supporting, but not duplicating, daytime curriculum and academic goals.
 - h. Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters, and hosting, at a minimum, one parent night.
 - i. Regularly attend and participate in regularly scheduled operation meetings with **DISTRICT** liaison.
 - j. Provide the **DISTRICT**, in a timely manner, with any required documentation, such as, but not limited to, monthly program evaluations, attendance, and supper counts.
 - k. **CONSULTANT** staffing will be at a ratio of 20 students to one staff for grades 1-8 and at a ratio of 10 students to one staff for grades TK and K.
 - l. In the event there is temporarily not sufficient staffing to meet ratios listed in Attachment A, section II(k), **CONSULTANT** agrees to recruit, hire, and train additional staff to meet the ratios noted in Attachment A, section II(k).
 - m. **CONSULTANT** will be timely in the hiring of necessary staff and communicate any delays in hiring staff to the **DISTRICT**.
- III. In the event **DISTRICT** implements a distance learning model for delivering education services for a part of, or the entire school year, the expanded learning programs, which include programs after school and summer programs may also move to a distance learning format, if permitted by the California Department of Education. Such distance learning formats include, but are not limited to, prerecorded video lessons, printed assignments, or live video lessons. If the expanded learning programs move to a distance learning format, **CONSULTANT** will implement checks to obtain reasonable assurance of student attendance. Such checks may include, but are not limited to virtual roll calls, parental contact, or email confirmations.
- IV. Section 4(f) of this agreement is amended as follows.

Provided however, such indemnification shall be only in proportion to and to the extent such liability, claim, debt, damage, demand, suit, action or cause of action is caused by or results from the improper conduct and/or negligence or intentional acts or omissions of **CONSULTANT**, its officers, employees, or agents.

Attachment B

CONSULTANT: City of Montclair

Compensation:

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

Ontario-Montclair School District
 ASES Payment Schedule—City of Montclair
 July 1, 2022 through June 30, 2023

No.	School	Program	Schedule A			
			Estimated Allocation	95.00% To Montclair	OMSD's Balance	Tenthly Payment
065	Kingsley	ASES Supplemental	31,212.78	29,652.14	1,560.64	2,965.21
066	Lehigh	ASES Supplemental	28,219.84	26,808.85	1,410.99	2,680.89
071	Mission	ASES Supplemental	24,925.41	23,679.14	1,246.27	2,367.91
072	Monte Vista	ASES Supplemental	41,559.33	39,481.37	2,077.96	3,948.14
382	Serrano	ASES Supplemental	22,563.09	21,434.94	1,128.15	2,143.49
			148,480.45	141,056.44	7,424.01	14,105.64



ONTARIO-MONTCLAIR SCHOOL DISTRICT
Ontario, California

AGREEMENT NO. 22-59
Amendment No. 1

AMENDMENT TO CONSULTANT SERVICES

Contract #: C 223-048 Amendment: M 1 Original Start Date July 1, 2022 Original End Date June 30, 2023

Contract C-223-048 is herewith amended between the Ontario-Montclair School District and City of Montclair as authorized by the Terms and Conditions of the original Agreement except for:

AMENDMENT TO TERM (only to be filled out if the original date of agreement is changing):

Start Date: End Date: REQUIRED IF EXTENDING TERM

AMENDMENT TO SERVICES:

Amendment M1 to Contract C-223-048 with CITY OF MONTCLAIR to provide staff and materials for the ASES expanded learning program. Amendment is to remove the Exhibit B : VACCINE VERIFICATION / TESTING POLICY. All other properties of agreement remain unchanged. [Originator: Fiscal Services]

AMENDMENT TO COMPENSATION:

DISTRICT agrees to compensate CONSULTANT in the following manner:

In witness whereof, the parties hereto have caused this Agreement to be executed on Date of Board Meeting:

DISTRICT

Signature Phil Hillman
Printed Name
Chief Business Official
Title
Ontario-Montclair School District
950 West D Street Ontario, CA 91762
(909) 459-2500

CONSULTANT

Signature Javier "John" Dutrey
Printed Name
Mayor
Title
5111 Benito Street Montclair, CA 91763
Address
(909) 626-8571
Telephone Number

Approved by Board of Trustees:

BOARD APPROVED

NOV 03 2022

ATTEST:

Signature of Andrea M. Myrick, City Clerk

OMSD Amendment to Consultant Services



CITY COUNCIL AGENDA REPORT

DATE: JUNE 5, 2023

FILE I.D.: PDT175

SECTION: CONSENT - AGREEMENTS

DEPT.: POLICE

ITEM NO.: 4

PREPARER: B. KUMANSKI

SUBJECT: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. 22-100 WITH THE SAN BERNARDINO COUNTY DISTRICT ATTORNEY'S OFFICE TO STATION A VICTIM'S ADVOCATE AT THE POLICE DEPARTMENT THROUGH THE 2023-24 FISCAL YEAR, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Amendment No. 1 to Agreement No. 22-100 with the San Bernardino County District Attorney's Office to station a Victim's Advocate at the Police Department, extending the duration of the Agreement through June 30, 2024.

A copy of proposed Amendment No. 1 to Agreement No. 22-100 is attached for the City Council's review and consideration.

BACKGROUND: The City currently is in an agreement with the San Bernardino County District Attorney's Office to station a Victim's Advocate at the Police Department, which is set to expire on June 30, 2023. This arrangement is subject to the availability of funding through the County, which has secured funding to continue the arrangement through June 30, 2024. The Victim's Advocate assigned to Montclair has been providing needed resources to crime victims including access to counseling, legal services, restitution, and information to help navigate the legal system.

FISCAL IMPACT: If authorized by the City Council, there is no funding requirement for Amendment No. 1 to Agreement No. 22-100.

RECOMMENDATION: Staff recommends the City Council approve Amendment No. 1 to Agreement No. 22-100 with the San Bernardino County District Attorney's Office to station a Victim's Advocate at the Police Department through the 2023-24 Fiscal Year, subject to any revisions deemed necessary by the City Attorney.

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



Contract Number

22-999 A1

SAP Number

District Attorney

Department Contract Representative Telephone Number Claudia Walker
(909) 382-3669

Contractor City of Montclair
Contractor Representative Telephone Number Lieutenant Brandon Kumanski
(909) 448-3605
Contract Term October 25, 2022–June 30, 2024
Original Contract Amount Non-Financial
Amendment Amount N/A
Total Contract Amount N/A
Cost Center 4502101000

IT IS HEREBY AGREED AS FOLLOWS:

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

AMENDMENT NO. 1

CONTRACT NO. 22-999

The following are amendments to Contract No. 22-999 between the City of Montclair (hereinafter “MPD”) and San Bernardino County through the District Attorney’s Office (hereinafter “County”) for Victim Advocacy services.

- REPLACE TERM OF CONTRACT Section VI**, with the following:

This Contract is effective as of October 25, 2022 and expires June 30, 2024 in accordance with the end of the fiscal year. This Contract may be terminated earlier in accordance with provisions of Section VII of the Contract. If AB109 funding is renewed in successive years, the contract term will change to match the funding period of the given year and be renewed upon agreement and signature by MPD and San Bernardino County.

2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
3. **All other terms and conditions of this Contract shall remain the same.**

SAN BERNARDINO COUNTY

► _____
 Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

By _____
 Deputy

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

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

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

Title _____
 Mayor
 (Print or Type)

Dated: _____

Address _____
 4870 Arrow Hwy
 Montclair, CA 91763

FOR COUNTY USE ONLY

Approved as to Legal Form _____ Katherine Hardy, County Counsel	Reviewed for Contract Compliance _____	Reviewed/Approved by Department _____ Jason Anderson, District Attorney
---	---	---

Date _____ | Date _____ | Date _____

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



Contract Number

22-999

SAP Number

District Attorney

Department Contract Representative Claudia Walker
Telephone Number (909) 382-3669

Contractor City of Montclair
Contractor Representative Lieutenant Brandon Kumanski
Telephone Number (909) 448-3605
Contract Term October 25, 2022-June 30, 2023
Original Contract Amount Non-financial
Amendment Amount N/A
Total Contract Amount N/A
Cost Center 4502101000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the State of California, by and through Assembly Bill 109 which establishes The California Public Safety Realignment Act of 2011, permits a San Bernardino County Victim Advocate (Advocate) to be stationed in a non-County agency or organization in order to provide Victim Advocacy Services to improve the health, welfare, and quality of life of victims of crime, including children; and

WHEREAS, the City of Montclair (City) desires to have an Advocate assigned to the Montclair Police Department (MPD) for the purpose of providing Victim Advocacy services, located at 4870 Arrow Hwy, Montclair, CA 91763, and

WHEREAS, San Bernardino County (County) is willing to provide an Advocate to perform these services, and the parties are willing to enter into a non-financial agreement as set forth below;

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

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ATTACHMENTS

ATTACHMENT A – VICTIM ADVOCATE SERVICES

I. DEFINITIONS

- A. **MPD** – Montclair Police Department and the City of Montclair. The City of Montclair is the entity with the legal authority to enter into an agreement for Montclair Police Department. All legally binding provisions in this agreement, attributed to MPD, shall be legally binding on the City of Montclair and the Montclair Police Department.
- B. **Victim Advocate** – staff from San Bernardino County District Attorney's Office (Bureau of Victim Services) who will be assigned to provide victim advocate services.

II. MPD RESPONSIBILITIES

MPD shall:

- A. Provide adequate office space, Internet connectivity, the ability to print to a duplex-capable printer, equipment, supplies, and office assistance for each Advocate as outlined below. Where County finds that the facilities, equipment, supplies, and/or MPD office assistance are inadequate, the County will provide the City with notice and provide the City with reasonable time to cure.
 - 1. Adequate office space includes, but is not limited to, a dedicated, secure private interviewing/work area of at least 110 square footage to safely contain all the equipment and supplies, as well as the Advocate and two (2) other adults. There should also be a client waiting area separate from the interviewing/work area.
 - 2. Provide adequate and secure internet connectivity to allow wireless access from the Advocate's computer (provided by the District Attorney) to the District Attorney's network. If MPD requires that the Advocate electronically enter notes or services provided into MPD's case management system, MPD will obtain prior approval from the Chief or Assistant Chief of Victim Services, provide a computer for the Advocate, and provide training to the Advocate on the network and/or case management system. MPD and the District Attorney will maintain separate computer systems such that the computer issued to the Advocate by the District Attorney's office will only be used to access the District Attorney network and systems and any computer issued by MPD will only be used to access MPD's network and systems.
 - 3. Adequate office assistance includes, but is not limited to, answering the phone and taking messages when Advocate(s) are not present or providing a phone with voice mail capabilities.
- B. Ensure MPD staff receives adequate instruction on applicable confidentiality regulations to protect/maintain the confidentiality of all applicants and recipients.
- C. Ensure MPD employees make no attempt to exercise any control or supervision over County staff or to influence County staff regarding any client or case action.
- D. Contact the Chief of Victim Services or her designee with any concerns and/or suggestions for overcoming problem areas and/or changing procedures. The Chief of Victim Services will ensure consistency with County policies and procedures is maintained.
- E. Provide County with three (3) copies of the applicable federal/state and MPD rules and regulations and provide training on police department policies and procedures, including but not limited to policies governing the receipt and use of confidential information, which may be applicable to the Advocate's job duties. Any exchange of confidential information shall only be used to enable the provision of services under this agreement and for the purposes expressly allowed by law.
- F. Provide County with a sixty (60) day prior written notice and justification of MPD's desire to increase or decrease the number of Advocate staff/hours.
- G. Understand and agree that County may or may not meet the amount of assigned Advocate time and/or staff requested based on limitations of County resources and personnel and County's ability to fill these positions.

- H. Not hold County responsible, financially or otherwise, for any action taken by the State, which would require the removal of the Advocate staff from MPD or termination of this contract in part, or whole.
- I. Ensure a safe working environment to the extent reasonably possible for Advocate staff.

III. MPD GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, MPD, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County. Further, in the performance of this contract Advocate shall not be deemed to be an officer, employee, or agent of the City of Montclair. MPD agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Federal Executive Order 12549 (51 FR 6370). By signing this Contract, MPD certifies that:
 - 1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department;
 - 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 - 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. MPD shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list. If at any time during the term of this Contract, the County determines MPD is identified as either suspended or debarred on the SAM, MPD shall be considered in material breach of this Contract, and the County may result in immediate termination of this Contract
- C. Without the prior written consent of the District Attorney or his/her designee, this Contract is not assignable by MPD either in whole or in part.
- D. MPD agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent MPD. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of MPD. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- E. If during the course of the administration of this Contract, the County determines that the MPD has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- F. MPD agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the District Attorney or his/her designee. Any subcontractor shall be

subject to the same provisions as MPD. MPD shall be fully responsible for the performance of any subcontractor.

- G. MPD shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- H. MPD shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. MPD or designee must respond to County inquiries within two (2) County business days.
- I. MPD shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The MPD shall not use or disclose any identifying information for any other purpose other than carrying out the MPD's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- J. Indemnity and Insurance – The MPD and the County agree to and shall comply with the following indemnification and insurance requirements:

- 1. Indemnification – The MPD agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Contract by MPD but only to the extent such claims, actions, losses, damages, and/or liability are caused by or result from the negligence or intentional acts or omissions of the MPD, its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

The County agrees to indemnify, defend (with counsel reasonably approved by the MPD) and hold harmless the MPD and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Contract by County but only to the extent such claims, actions, losses, damages, and/or liability are caused by or result from the negligence or intentional acts or omissions of the County, its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

In the event that the County and/or the MPD are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the County and/or the MPD shall indemnify the other to the extent of its comparative fault.

- 2. Insurance Self-Insured – The MPD and County are self-insured for purposes of professional liability, general liability, and Workers' Compensation, the self-insured MPD and County each warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of MPD's or County's performance of this Contract.

- K. MPD shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. MPD shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- L. MPD shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- M. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs

and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

- N. MPD agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or MPD's relationship with County shall not be made or used without prior written approval of the Public Affairs Officer of the District Attorney Department or his or her designee.

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Provide the Victim Advocate Services set forth in Attachment A to this Contract.
- B. Provide the Advocate a computer and office furniture in a designated office at MPD.
- C. Make a good faith effort to employ and train the number of Advocates required to handle the workload for MPD.
- C. Schedule the Advocate(s) at MPD on weekdays only (Monday through Friday). Advocate(s) shall not be available on weekends, evenings, nights, County holidays, or 9/80 off days except if there is an incident of mass violence. Advocate(s) shall not work in excess of eighty hours during a two-week pay period.
- D. Be under no obligation to provide replacement Advocate(s) in the event an assigned Advocate is temporarily absent for any reason. County shall make a good faith effort to provide coverage of MPD during planned and unplanned absences within the limitations of County resources and personnel.
- E. Maintain sole authority and responsibility for the assignment and/or reassignment of all County staff, including assignment and tasks required to be completed pursuant to this Contract.
- F. Provide for supervision of the Advocate(s) by a Supervising Victim Advocate and for management by the Assistant Chief of Victim Services or the Chief of Victim Services.
- G. Have sole responsibility of supervising County staff, and MPD shall not exercise any control or supervision over County staff. Any concerns or suggestions shall be taken to the Supervising Victim Advocate or the staff designated by the Chief or Assistant Chief of Victim Services. This paragraph does not preclude MPD staff from consulting with the Advocate regarding any victim or case action.
- H. Review the applicable MPD rules and regulations provided to County by MPD. MPD is to provide to County any rules or regulations that are in writing and not already covered by this Contract.

County will assure that Advocate(s) assigned to MPD conform to the reasonable rules and regulations of MPD which are not in conflict with County rules and regulations and which are applicable to MPD employees.
- I. Maintain a log of cases taken and the disposition of cases, for County and MPD purposes.
- J. Provide MPD with information to enable MPD to refer only clients who are potentially eligible for Victim Advocate services.
- K. Provide interpreters for clients when MPD interpreters are not available.
- L. Provide an appointment calendar to be used jointly by the Advocate(s) and MPD staff in setting appointments with the Advocate(s).
- M. Require Advocate(s) to refer clients who request alternative or additional services to the appropriate resource.
- N. Ensure that all clients are processed in accordance with the applicable state statutes/regulations and County policies.

V. FISCAL PROVISIONS

- A. There shall be no financial remuneration to the County provided that Federal/State funding for the Victim Advocate services is not decreased or withdrawn.

However, if the Federal/State funding for Victim Advocate services is decreased or withdrawn, MPD will choose from one of the following options:

1. Retain the Outstationed Advocate(s) at the MPD site and reimburse the County on the productive hourly rate of salary, benefits, and overhead of an Advocate to be calculated at the time the decreased/withdrawn funding occurs;

OR

2. Remove the Outstationed Advocate(s) from the MPD site and terminate the Contract.
- B. If MPD chooses to reimburse the County per Paragraph A, Item 1, above, any payments to the County shall commence within thirty (30) days of County notification to MPD. MPD shall then submit monthly payments to the County within ten (10) days following the service month. Monthly payments, along with all supporting documentation, are to be sent to:

San Bernardino County
Office of the District Attorney
Attention: Chief of Administration or Chief of Victim Services
303 West 3rd Street, 6th Floor
San Bernardino, CA 92415

VI. TERM

This Contract is effective as of October 25, 2022 and expires June 30, 2023 in accordance with the end of the fiscal year. This Contract may be terminated earlier in accordance with provisions of Section VII of the Contract. If AB109 funding is renewed in successive years, the contract term will change to match the funding period of the given year and be renewed upon agreement and signature by MPD and San Bernardino County.

VII. EARLY TERMINATION

The County may terminate the Contract immediately under the provisions of Section III, Paragraph D, and Section VIII, Paragraph C, of the Contract. In addition, the Contract may be terminated without cause by the County or MPD by serving a written notice to either party thirty (30) days in advance of termination. The District Attorney or his designee is authorized to exercise the County's rights with respect to any termination of this Contract.

VIII. GENERAL PROVISIONS

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

MPD: City of Montclair Police Department
Lieutenant Brandon Kumanski
4870 Arrow Highway
Montclair, CA 92335

County: San Bernardino County
Office of the District Attorney
Florida Alarcon, Chief of Victim Services
303 West 3rd Street, 6th Floor
San Bernardino, CA 92415

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. MPD shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

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

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

- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in San Bernardino County, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

IX. CONCLUSION

- A. This Contract, consisting of ten (10) pages, is the full and complete document describing services to be rendered including all covenants, conditions and benefits.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request

IN WITNESS WHEREOF, San Bernardino County and MPD have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.


/
/
/
/
/

SAN BERNARDINO COUNTY

▶ Curt Hagman
Curt Hagman, Chairman, Board of Supervisors

Dated: OCT 25 2022
SIGNED AND CERTIFIED THAT A COPY OF THIS
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By [Signature]


City of Montclair

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

By ▶ [Signature]
(Authorized signature - sign in blue ink)

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

Title Mayor

Dated: 9/19/22
(Print or Type)

Attest
By ▶ [Signature]
(Authorized signature - sign in blue ink)

Name Andrea Myrick
(Print or type name of person signing contract)

Title City Clerk
(Print or Type)

Dated: 9.19.2022

Address 4870 Arrow Hwy
Montclair, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form
▶ [Signature]
Katherine Hardy, County Counsel
Date 9-27-22

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
[Signature]
Jason Anderson, District Attorney
Date 9/29/22

ATTACHMENT A – VICTIM ADVOCATE SERVICES

Police Based Advocacy Program

The Victim Advocate assigned to provide services will be located within the Montclair Police Department. The Advocate will assist victims of crime who reside or work in Montclair, California. The San Bernardino County District Attorney's Office Bureau of Victim Services is committed to improving, enhancing, and expanding victim services throughout law enforcement agencies. The victim advocate will respond to crime scenes (once secured) and other locations upon request from law enforcement to provide the following advocacy services to victims and witnesses, including, but not limited to:

- Immediate crisis intervention (short-term emotional and physical care) in person or by telephone
- Crisis counseling if needed
- Emergency needs assessment for food, shelter, clothing, medical care and transportation
- Accompaniment during medical exams as requested
- Referrals to San Bernardino County, qualified professionals, or Community Based Organizations for services
 - Counselors and/or counseling agencies
 - State of California Victim Compensation claim assistance
- Orientation to the criminal justice system
- Emergency Relocation assistance, Temporary Lodging assistance
- Notifications of the status of the case(s) involving the victim
- Assistance with victim impact statement
- Travel assistance to and from Court proceedings
- Assistance with obtaining childcare during Court proceedings

Example of how services will be provided

The Victim Advocate will be well versed in the department's investigative process in order to better explain the process to victims and witnesses.

Contact with victims will be initiated through various means:

- Victim Services brochure provided by law enforcement to victim
- Telephone contact
- Police reports provided to the Victim Advocate
- At the crime scene
- Police Department walk-ins

The Victim Advocate will provide an orientation to criminal justice system and process and can provide assistance with victim impact statements, assistance in securing child care so that the victim can attend court and arrange for travel and accompaniment to court and criminal justice offices if the case is filed by the District Attorney's office.

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

October 25, 2022

FROM

JASON ANDERSON, District Attorney

SUBJECT

Non-Financial Agreement with the City of Montclair to Provide Victim Advocacy Services

RECOMMENDATION(S)

Approve non-financial **Agreement No. 22-999** with the City of Montclair for the District Attorney's Office to provide onsite Victim Advocacy Services to victims of crime, from October 25, 2022 through June 30, 2023.

(Presenter: Michael Fermin, Chief Assistant District Attorney, 382-3662)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

FINANCIAL IMPACT

Approval of this item will not result in the use of additional Discretionary General Funding (Net County Cost). This is a non-financial agreement with the City of Montclair (City). The cost of the Victim Advocate will be funded by an allocation to the District Attorney's Office (Department) from the California Public Safety Realignment Act established through Assembly Bill (AB) 109. Sufficient appropriation and revenue are included in the Department's 2022-23 budget.

BACKGROUND INFORMATION

On April 4, 2011, Governor Edmund G. Brown signed AB 109, the California Public Safety Realignment Act, which created significant change to the California Correctional System. Specifically, AB 109 transferred responsibility for incarcerating, supervising and treating lower-level inmates and parolees from the California Department of Corrections and Rehabilitation (CDCR) to the counties.

The Department's Bureau of Victim Services receives an annual allocation from AB 109 to provide a wide variety of social services to victims and witnesses of crimes, including referrals to physical and mental health providers, coordination for volunteer support from the community, and assistance in applying for benefits from the Victims of Crime funds for economic losses. Victim Advocates within the Department spend additional time explaining court processes, the current capacity status of the jail system, and the likelihood of defendants being released earlier as a result. Additionally, Victim Advocates assist victims of crime in registering for the National Victim Notification Network program.

To reach victims and witnesses of crime more quickly, the Department is expanding its hospital-based and police-based advocacy programs. The agreement with the City will allow the

**Non-Financial Agreement with the City of Montclair to Provide Victim
Advocacy Services
October 25, 2022**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Janice Rutherford
Ayes: Col. Paul Cook (Ret.), Janice Rutherford, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY *Lynna Monell*
DATED: October 25, 2022



cc: DA- Walker w/agree
Contractor- C/O DA w/agree
File- w/agree

LA 10/26/2022



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	PDT205
SECTION:	CONSENT - AGREEMENTS	DEPT.:	POLICE
ITEM NO.:	5	PREPARER:	B. VENTURA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-34 WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES FOR FISCAL YEAR 2023-24, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 23-34 with All City Management Services, Inc. for school crossing guard services for Fiscal Year 2023-24.

Proposed Agreement No. 23-34 is attached for City Council's review and consideration.

BACKGROUND: All City Management Services, Inc. has provided school crossing guard services for the City since November 1998 and has notified Police Department staff that its hourly rate for crossing guard services will increase for Fiscal Year 2023-24. The adjustment would increase the current hourly rate by \$3.27, resulting in an hourly billing rate of \$29.66.

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

FISCAL IMPACT: With the rate increase, All City Management Services, Inc. has calculated the estimated annual program cost to be \$209,494. Included in the Police Department's preliminary Fiscal Year 2023-24 Budget is an allocation of \$185,000 to provide crossing guard services for the 2023-24 school year. Because projected costs are estimated to exceed the amount budgeted for the upcoming fiscal year, the Department will evaluate actual costs and determine whether to request more funding during the Midyear Budget Review process.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 23-34 with All City Management Services, Inc. for school crossing guard services for Fiscal Year 2023-24 subject to any revisions deemed necessary by the City Attorney.



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated May 9, 2023 and is between the CITY OF MONTCLAIR (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period of time which commences on or around July 1, 2023 and ends on June 30, 2024, and for such a term thereafter as the parties may agree upon.
2. The Contractor is an independent contractor and the guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s representative in dealing with the Contractor shall be the City Manager or such a person as the City Manager may designate.
4. If, at any time during the contract period, the City questions the meaning of any item of this Agreement, the City may contact the Contractor for interpretation of that item.
5. The City shall have the right to determine the hours and locations when and where the guards shall be furnished by the Contractor. The Contractor shall notify the City in writing of any changes which may need to occur in hours of work or locations. The City further has the power to add to, delete from or revise the work schedule/locations at any time.
6. The Contractor shall provide supervisory personnel to see that guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
7. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate guards in the event that any person fails to report for work at the assigned time and location.
8. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and laws and codes of the State of California and the City of Montclair.
9. The Contractor shall train, schedule, provide and supervise personnel in accordance with the contract and the rules and regulations of the City of Montclair. Crossing Guards shall perform their duties as trained and within the City’s rules for such guards.

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

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

- (1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 001, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$3,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability Insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned, and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided 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 Employers Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

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

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

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

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

(c) **Notice of Cancellation**

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

(d) **Waiver of Subrogation**

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

(e) **Evidence of Insurance**

The Contractor, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with 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 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 not contained a deductible or self-insured retention.

(g) Contractual Liability

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

(h) Failure to Maintain Coverage

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

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

(i) Acceptability of Insurers

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

(j) Claims Made Policies

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

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

(k) Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and

limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subcontractor's policies.

14. Contractor agrees to indemnify the City, its officers, employees, and agents against, and will Hold and save each of them harmless from, any and all actions, claims, damages to persons or Property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or intentional tortious acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, or otherwise arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to Contractor's performance of this Agreement.
 - a) Contractor will defend any action or actions filed in connection with any said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith. The Contractor's obligation to defend the City, its officers, employees and agents is not contingent upon there being an acknowledgment or determination of the merit of any claims, penalties, obligations, errors, omissions and/or costs.
 - b) Contractor will promptly pay any judgement rendered against the City, its officers, agents, or employees for any such claims, damages, penalties, obligations or liabilities to the extent to judgment arises from the negligent acts or intentional tortuous acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitees, or otherwise from the Contractor's performance of the Agreement.
 - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with Contractor's performance of this Agreement, Contractor agrees to pay City, its officers, agents or employees, any and all costs and expenses incurred by City, its officers, agents, or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - d) All obligation under this provision are to be paid by Contractor as they are incurred by City.
 - e) The provisions of this indemnity provision as contained at Paragraph 14 are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City provided that this Paragraph 14 will not be interpreted to require Contractor to indemnify City to the extent that a court determines that the negligent acts or intentional tortuous acts, errors, or omissions of the City, its agents, employees or representatives caused or contributed to the underlying action or claim. Contractor acknowledges that City would not enter into this Agreement in the absence of the commitment of Contractor to indemnify and protect as set forth herein.
15. Either party shall have the right to cancel this Agreement by giving thirty (30) days written notice to the other.
16. The Contractor shall not have the right to assign this Contract to any other person or firm except with the consent of the City.

17. The City agrees to pay Contractor the sum of Twenty-nine Dollars and Sixty-six Cents (\$29.66) per hour for each hour of crossing guard services provided pursuant to this Agreement.
18. In the event that this Agreement is extended beyond June 30, 2024, the compensation for services shall be established by mutual consent of the parties. Said payment shall be made upon written statement to the City by the Contractor and approval of the appropriate City representative.
19. This Agreement shall be governed by and construed in accordance with the law of the State of California.
20. In the event any legal proceeding is instated to enforce any term of provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover Attorney's fees and costs from the opposing party in an amount determined by the court to be reasonable.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY

CONTRACTOR

City of Montclair

All City Management Services, Inc.

By _____
Javier John Dutrey, Mayor

By _____
Baron Farwell, General Manager

Date _____

Attest:

Andrea M. Myrick, City Clerk



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	PDT175/SCH125/SCH350
SECTION:	CONSENT - AGREEMENTS	DEPT.:	POLICE
ITEM NO.:	6	PREPARER:	B. VENTURA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-35 WITH CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT FOR SPECIALIZED LAW ENFORCEMENT SERVICES DURING FISCAL YEAR 2023-24, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 23-35 with Chaffey Joint Union High School District (CJUHSD) for one dedicated Safe School Zone Officer for assignment at Montclair High School.

Proposed Agreement No. 23-35 has been reviewed by the City Attorney and is attached for City Council's review and consideration.

BACKGROUND: The City currently has an agreement with CJUHSD for a Safe School Zone/School Resource Officer (SRO). Pursuant to the terms of Agreement No. 23-35, CJUHSD would pay \$105,222 toward the cost of a SRO. The Police Department would be obligated to provide the presence of one SRO for the high school for eight hours each school day.

This contract would be for the regular school year and includes summer school.

FISCAL IMPACT: Should this item be approved, CJUHSD would pay \$105,222 toward the salary of an SRO beginning July 1, 2023, through the remainder of Fiscal Year 2023-24.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 23-35 with CJUHSD for specialized law enforcement services during Fiscal Year 2023-24, subject to any revisions deemed necessary by the City Attorney.

**AGREEMENT
FOR SPECIALIZED LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into this 1st day of July, 2023 by and between the City of Montclair (hereinafter referred to as CITY) and the Chaffey Joint Union High School District (hereinafter referred to as DISTRICT), both of whom understand as follows:

WITNESSETH

WHEREAS, the following services are to be performed subject to the conditions hereinafter set forth:

NOW, THEREFORE in consideration of these services and mutual conditions hereinafter provided, the parties hereto agree as follows:

- A. Beginning with the school year through the end of the school year 2024, the CITY will perform specialized law enforcement services for the DISTRICT at and about the campus of Montclair High School. It is understood that these services are to be provided, to the extent possible, on regularly scheduled school days between 7:00 a.m. and 3:00 p.m., and during mutually agreed upon “in-service” or familiarization periods.
 - 1. It is acknowledged that the provision of services may be interrupted by the normal working conditions experienced by law enforcement agencies, which include, but are not limited to: employee illness, court appearances, training requirements, prisoner transportation, emergency circumstances taxing on other departmental resources, etc. Should the interruption of services, for any reason, extend beyond two successive days, the CITY shall meet its obligation through the assignment of an alternate sworn employee.

- B. This Agreement will allow the CITY, through its Police Department, to provide the following specialized law enforcement services to the DISTRICT:
 - 1. One Sworn Community Oriented Officer, known as a Safe School Zone Officer, shall, through random patrol and their on-campus presence, strive to maintain a crime-free zone on and around each school campus.
 - 2. Through the Safe School Zone Officer, provide a consistent and timely response to calls for assistance from the high school or concerning students from the high school.
 - 3. Through the Safe School Zone Officer, provide a consistent liaison for the high school administration on law enforcement matters.

4. Through the Safe School Zone Officer, provide resources and materials necessary for classroom presentations on law enforcement matters.
 5. Through the Safe School Zone Officer, maintain a physical presence on campus during the hours of approximately 7:00 a.m. and 3:00 p.m. on each school day subject to possible interruptions as described in paragraph A(1) above. While on campus, the role of the officer is to:
 - a. Act as a positive role model for students.
 - b. Facilitate a positive and interactive student/law enforcement relationship.
 - c. Maintain a proactive stance toward crime prevention and order maintenance.
 - d. Act as first responder to criminal conduct or order maintenance issues occurring on or about the high school campus.
 - e. Within the confines of the law, act as information resource for school administrators on matters of mutual concern.
- C. In addition to the above, beginning with the summer session of 2023, the Safe School Zone Officer will provide services to the high school, adjusting the hours to the school schedule.
1. One Safe School Zone Officer will maintain a physical presence on campus each day during the regularly scheduled school hours.
- D. In consideration for providing these services, the DISTRICT will pay to the CITY a total of \$105,222 invoiced in two equal \$52,611 amounts; the first during November 2023, and the second due in May 2024.
- E. It is understood by both parties that the Safe School Zone Officer or other CITY officers providing this service shall remain CITY's employee at all times. As such, the CITY shall be responsible for all employment costs, supervision, control, and assignment of said officers.
- F. This Agreement is not assignable, either in whole or in part, by DISTRICT without the prior written consent of the CITY. The laws of the State of California shall govern the rights, obligation, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of the Agreement, if in dispute.
- G. If the DISTRICT in its reasonable discretion is dissatisfied with a School Zone Officer, the CITY shall assign a different School Zone Officer.
- H. The School Zone Officer shall defer to the Principal in all school discipline issues, except those that place students, faculty and staff at risk of harm.

- I. It will be the responsibility of the School Zone Officer to report all crimes originating on campus.
- J. The School Zone Officer shall share information with the principal about persons and conditions that pertain to campus safety concerns.
- K. The School Zone Officer shall coordinate all of his or her activities with the principal and staff members concerned and will seek permission, guidance and advice prior to enacting any programs within the school.
- L. CITY shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner performance of the services or those engaged to perform services under this Agreement. CITY shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the services.
- M. CITY is, and shall at all times be deemed to be, an independent contractor and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

TERMINATION OR MODIFICATION OF AGREEMENT

This Agreement shall end on June 30, 2024, unless extended by both the CITY and DISTRICT. The CITY or DISTRICT may terminate all or any portion of this Agreement at any time upon providing a thirty (30) day written notice delivered to the addresses below. In the event the Agreement is terminated by either party prior to June 30, 2024, DISTRICT shall pro-rate its final payment for services rendered at \$8,769 per month.

CITY: City of Montclair
5111 Benito Street
Montclair, California 91763

DISTRICT: Chaffey Joint Union High School District
211 West Fifth Street
Ontario, California 91762

INDEMNIFICATION

DISTRICT shall defend, indemnify and hold harmless the CITY, its elective and appointive boards, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, in any manner arising out of any negligent or intentional or willful acts or omissions of DISTRICT under this Agreement.

CITY shall defend, indemnify and hold harmless the DISTRICT, its elective and appointive boards, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, in any manner arising out of any negligent or intentional or willful acts or omissions of CITY under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

CITY OF MONTCLAIR

Javier John Dutrey,
Mayor

ATTEST:

Andrea M. Myrick,
City Clerk

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT

Dr. Kern Oduro,
Assistant Superintendent of Personnel



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	STA700
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	7	PREPARER:	M. PARADIS
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-36 WITH WEST COAST ARBORISTS FOR TREE MAINTENANCE SERVICES, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: City Council approval is required for all Agreements. The City Council is requested to consider approval of Agreement No. 23-36 with West Coast Arborists (WCA) for tree maintenance services. Prior Agreement No. 20-15 with WCA is expiring on June 30, 2023. Approval of Agreement No. 23-36 would extend tree maintenance services with WCA for an additional three years, through June 30, 2026.

A copy of proposed Agreement No. 23-36 is attached for the City Council's review and consideration.

BACKGROUND: At its meeting of May 4, 2020, the City Council approved Agreement No. 20-15 with WCA for tree maintenance services. Agreement No. 20-15 was a three-year agreement expiring on June 30, 2023. Agreement No. 20-15 did not provide for an annual cost of living increase. WCA is requesting a 10 percent cost of living increase to offset the increase in operating costs. Proposed agreement 23-36 includes the requested 10 percent increase for an additional three years.

WCA continues to provide the City with high-quality tree-trimming and other tree-related services. WCA has been under contract with the City to trim trees since October 2000. The company is responsive to staff's requests and has established an internet-based inventory of all City trees at no additional cost. Public Works staff uses the inventory in its annual tree-trimming program. The inventory provides location, species, work history, and value of each City tree. WCA continues to update a full inventory of all City-owned, privately-owned, and vacant locations of trees on public, residential, and commercial properties, and has incorporated them into a geographic information system (GIS) form.

FISCAL IMPACT: The cost to provide tree-maintenance services for Fiscal Year 2023-24 is estimated at \$124,104 and the funds are included in the Fiscal Year 2023-24 Public Works Department budget request.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 23-36 with West Coast Arborists for tree maintenance services, subject to any revisions deemed necessary by the City Attorney.

CITY OF MONTCLAIR

AGREEMENT FOR CONTRACTOR SERVICES

TREE TRIMMING SERVICES

THIS AGREEMENT is made and effective as of July 1, 2023, between the CITY OF MONTCLAIR, a municipal corporation (the "City") and WEST COAST ARBORISTS, INC., a California corporation (the "Contractor"). The City and the Contractor are sometimes referred to herein collectively as the "Parties" and singularly as "Party." In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. **TERM**

This Agreement shall commence on July 1, 2023 and shall remain and continue in effect for a period of approximately three years, expiring on June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Contractor shall perform the tasks described and set forth in Exhibit A, 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. If the work performed by Contractor is not satisfactory, the City's Public Works Superintendent or his designated representative may suspend the Agreement for any period of time or terminate the Agreement as set forth herein. No sums shall be due or payable to the Contractor for or during any time of such suspension or after termination.

4. **CITY MANAGEMENT**

City's Public Works Superintendent or his/her designee shall represent City in all matters pertaining to the administration of this Agreement, and the review and approval of all work to be performed by Contractor.

5. **PAYMENT**

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, for work completed.

(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's Public Works Superintendent. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City's Public Works Superintendent and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

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

(d) Prior written approval from the City shall be required prior to any and all work performed by Contractor. If prior written approval is not obtained by the Contractor, no payment will be approved.

6. TERMINATION OF AGREEMENT

(a) The City may terminate this Agreement at any time during the term of the Agreement by giving the Contractor not less than thirty (30) calendar days' prior written notice. The Contractor may only terminate this Agreement for cause, and by giving the City prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the City, and provided Contractor is not then in breach, the Contractor shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the Contractor shall have no other claim against the City by reason of such termination. This Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the Agreement.

(b) Upon termination of the Agreement pursuant to this Section, Contractor shall submit an invoice to the City for all unpaid work completed.

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's Public Works Superintendent or his/her designee 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, staff, volunteers, mayor, council, boards, committees, and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums, or any other matters threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Contractor herein, caused by or arising out of the negligent acts or omissions, or intentional

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

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

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

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

actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Contractor further agrees to waive all rights of subrogation against the Indemnified Parties.

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

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

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

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

10. INSURANCE

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

(a) Types of Required Coverages

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

- (1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office

“occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$20,000,000 per occurrence, and \$25,000,000 in the aggregate.

- (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 \$10,000,000 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 \$10,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

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

(1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

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

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

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

(2) Auto Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

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

(3) Workers' Compensation

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

(c) Notice of Cancellation

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

(d) Waiver of Subrogation

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

(e) Evidence of Insurance

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

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

insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

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

(g) Contractual Liability/Insurance Obligations

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

(h) Failure to Maintain Coverage

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

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

(i) Acceptability of Insurers

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

(j) Claims Made Policies

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

(k) Insurance for Subcontractors

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

11. INDEPENDENT CONTRACTOR

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

(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, including compliance with CAL/OSHA requirements as may be applicable. 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 shall comply with all applicable federal, state and local Conflict of Interest laws, including the Political Reform Act (California Government Code, Section 81000, *et. seq.*) and California Government Code, Section 1090, *et. seq.* 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. Further, Contractor covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by the Contractor. The Contractor's covenant under this Section shall survive the termination of this Agreement.

16. NOTICES

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

To City: City of Montclair
 Attn: Monica Heredia
 5111 Benito Street
 Montclair, CA 91763

To Contractor: West Coast Arborists
 Attn: Patrick Mahoney
 2200 E. Via Burton
 Anaheim, CA 92806

17. ASSIGNMENT AND SUBCONTRACTING

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

18. LICENSES

At all times during the term of this Agreement, 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. CONTENTS OF REQUEST FOR PROPOSALS – Not applicable.

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. Contractor's covenant under this Section shall survive the expiration or termination 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. CLAIMS AGAINST CITY

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

26. EXHIBITS; PRECEDENCE

All documents reference as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the City's request for proposals, if any, shall prevail.

27. NO THIRD PARTY BENEFICIARIES

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

28. COST OF LITIGATION

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

29. AUTHORITY TO EXECUTE THIS AGREEMENT

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

30. COUNTERPARTS

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

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

CITY

City of Montclair
A Municipal Corporation

CONTRACTOR

West Coast Arborists, Inc.
A California Corporation

By: _____
Javier John Dutrey, Mayor

By: _____
Patrick Mahoney, President

Date: _____

Date: _____

Attest:

By: _____
Andrea M. Myrick, City Clerk

By: _____
Victor Gonzalez, V.P., Marketing

Date: _____

Date: _____

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

Date: _____

EXHIBIT A

A. Scope of Work

The work shall consist of furnishing all materials, labor, equipment, and incidentals necessary for pruning and removal of street and park trees in accordance with the Contractor's request for proposals.

1. **WORKING HOURS:** All work shall be performed between the hours of 7:00 a.m. and 5:00 p.m. weekdays. No weekend or holiday work shall be permitted unless authorized by the Public Works Superintendent.
2. **PUBLIC SAFETY AND COOPERATION:** All work shall be conducted in such a manner as to cause the least possible interference with, or annoyance to others and maintain safe conditions at all times while work operation are in progress.
3. **INSPECTION BY THE CITY:** The City shall inspect all work performed under this contract for compliance to the specifications and report any deficiencies to the Contractor.
4. **DAMAGE TO PROPERTY:** The Contractor shall not damage any public or private property as a result of the work specified. Any damage resulting from the Contractor's work shall be repaired, restored or replaced in kind within twenty-four (24) hours.
5. **CERTIFIED ARBORIST:** The Contractor shall employ a full-time, permanent Certified Arborist, as accredited by the International Society of Arboriculture at the time of proposal submittal, bid award and for the duration of the Agreement.

The Certified Arborist shall be responsible for the Contractor's employees performing the work as specified herein, daily inspections of the worksite, and supervision of the Contractor's employees. The Certified Arborist shall represent the Contractor regarding any disputes that may arise with the City, public, and the Contractor's employees.

6. **WORKMANSHIP:** All work shall be completed in a timely and workmanlike manner. The Contractor shall provide qualified tree workers trained according to the tree care standards accepted by the International Society of Arboriculture and the National Arborists Association.

All work shall be performed in a safe manner in compliance with the American National Safety Institute, Z133.1 Safety Standards for Tree Care Operations, as published by American National Safety Institute, Inc., 1430 Broadway, New York, New York 10018.

The Contractor shall provide qualified tree workers certified to perform tree work near energized primary and secondary electrical distribution lines. The Contractor shall comply with the Electrical Safety Orders issued by the State of California Occupational Health and Safety Administration (Cal/OSHA) including all amendments and revisions.

7. MEASUREMENT AND PAYMENT: The unit prices called for in the Agreement shall be full compensation for all labor, materials, and equipment necessary to complete the work as specified

No further compensation shall be made unless authorized by the Public Works Superintendent or his designated representative.

8. NOTIFICATION TO RESIDENTS: The Contractor shall notify all affected residents and businesses of tree pruning and removal operations twenty-four (24) hours before the start of work. The Contractor is responsible for posting "Temporary No Parking" signs at least twenty-four (24) hours before using any parking lanes for tree trimming operations. Every effort shall be made by the Contractor to minimize the duration of driveway blocking. Further, the Contractor shall provide access to each residential or commercial establishment each evening.

9. TRAFFIC AND SAFETY REQUIREMENTS: Any contractor performing work in a public right-of-way or parks shall conduct the operations so as to cause the least possible obstruction and inconvenience to public traffic and pedestrians and take all necessary measures to maintain an adequate traffic flow to prevent accidents and to protect the worksite.

All traffic controls shall be in accordance with the Manual of Traffic Controls for Construction and Maintenance Work Zones published by State of California, Department of Transportation. All traffic devices, safety lights, and flagmen shall be provided by the Contractor.

The Contractor shall receive approval from the Public Works Superintendent prior to the partial or complete closure of any lanes, streets, or intersections.

B. Complete Tree Pruning Specifications

All trees shall be pruned only in such a manner as to maintain the natural structure, form, health, and appearance of the tree species. Tree pruning shall consist of the total removal of those dead and living branches that might compromise the health, strength, and natural form of the tree. Specifically, mature trees shall be pruned in such a manner as to:

1. Prevent branch and foliage interference with the requirements of safe public passage. Over residential streets, limbs shall be maintained gradually from eight (8) feet at the curb to seventeen (17) feet over traffic lanes. Over

arterial streets, limbs shall be maintained at a maximum height of fourteen (14) feet from grade to wood.

Over sidewalks, limbs shall be maintained at a height of seven (7) feet from the grade to wood.

2. Remove all dead and dying branched and branch stubs that are ½ inch or larger.
3. Remove all broken or loose braches.
4. Remove any live branches that interfere with the tree's structural strength and healthful development, which will include the following:
 - Limbs that rub and abrade a more important branch.
 - Limbs of weak structure that are not important to the framework of the tree.
 - Limbs that, if allowed to grow, would wedge apart the junction of more important branches.
 - Branches near the end of a limb that will produce more weight or offer more resistance to wind that the limb are able to support.
 - Undesirable sucker and water sprout growth giving specific attention not to nick or damage the sprout "burl."
 - Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
 - Selective removal of limbs obstructing buildings or other structures, streetlights or traffic signs.
5. Cut back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs.
6. On mature trees only, clear water sprout or sucker growth to a minimum height of eight (8) feet above ground level.
7. Maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree.
8. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to the trees.
9. Clear all branches and foliage within four (4) to six (6) feet of primary electrical lines.
10. When pruning cuts are made to a side limb, the remaining limb shall possess a basal thickness of at least one third the diameter of the cut. Such cuts shall be considered proper only when the remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut within a reasonable amount of time.

11. All final pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Flush cuts shall be made and the branch collar shall not be removed.
12. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
13. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on the tree. All significant pest, disease or structural weakness or defects observed by the Contractor while performing this work shall be promptly reported to the City.
14. All pruning tools and saws used for tree pruning shall be kept sharpened at all times to result in final cut with a nonabrasive wood surface and secure bark. All trees six (6) inches in diameter (DBH) or less shall be pruned with hand tools only. Chain saws will not be permitted on any trees with six (6) inches or less (DBH).
15. Whenever pruning cuts are made, while removing limbs too large to hold securely in one hand during the curing operation, the limb shall be cut off first, one (1) to two (2) feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent the tearing of bark and wood.
16. Live, healthy limbs with a diameter of three (3) inches or greater shall not be removed without prior approval from the Public Works Superintendent.
17. No more than twenty (20) percent of live wood may be removed from the crown of any tree. The exception to this is Live Oaks, which are limited to no more than ten (10) percent.
18. Any extraneous metal, wire, rubber or other material interfering with the natural growth of the tree shall be removed.
19. The use of climbing spurs or spike shoes is strictly prohibited except in the case of aerial rescue.
20. All pruning shall be performed in such a manner as to encourage and promote the natural growth and shape of the tree species. The Contractor shall not perform any of the following procedures:
 - The severe cutting back of growing tips including topping, dehorning, heading back, pollarding, hat racking.
 - Flush cutting where a cut is made even with the surface with the trunk or limb, removing the branch collar and branch bark ridge.

- Stub cutting where branch removal results in the base of the branch removed protruding more than approximately one-quarter inch beyond the zone of the branch collar and branch bark ridge.
- Removal of all the inner branches and foliage also known as lion tailing.

C. Removals

Removals of trees shall be completed in the safest and most efficient manner possible while providing minimal inconvenience to the resident. Removals shall include the total removal of all brush, surface roots, and stumps.

Stumps may be removed in whole by digging out each individual stump or by grinding the stump to a minimum of twelve (12) inches below the top of the curb. In each instance, the areas shall be backfilled and graded to conform to the surrounding area. Whenever a tree is removed, the Contractor is responsible for notifying Dig Alert at 1 (800) 227-2600, two (2) days before digging. Stumps must be removed within two (2) days of the date that the tree is removed.

D. Disposal of Tree Branches, Brush, and Stumps

All tree branches, brush, and stumps produced as a result of the Contractor's operations shall be reduced, reused, recycled, and/or transformed whenever possible.

1. Reducing will include, but not limited to, chipping, grinding, and/or shredding. Disposal at a landfill is acceptable only if the material is accepted by the landfill for use as alternate daily cover.
2. Reusing shall include, but not limited to, using chipped, ground, and/or shredded tree materials as mulch.
3. Recycling shall include, but not limited to, chipped, ground, or shredded tree material used to produce compost utilizing either a low or high technology.
4. Transformation will include, but not limited to, burning green waste, such as tree wood chips, for the purpose of producing energy. Worksites shall be cleaned on a daily basis with no limbs, brush or debris left overnight.

EXHIBIT B

All of the work and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner. Contractor shall pay prevailing wages in accordance with the laws of the State of California. Payment for work completed will be based on the following schedule:

<i>Description</i>	<i>Unit Prices</i>	<i>Unit Description</i>
Tree Pruning	\$77.70	Each
Palm Tree Pruning	\$77.70	Each
Tree and Stump Removal	\$27.65	Diameter inch
Stump only removal	\$8.30	Diameter inch
Planting 15-gallon w/out RB	\$204.05	Each
Planting 24-inch box w/out RB	\$421.75	Each
Specialty Planting 15-gal w/out RB	\$223.15	Each
Specialty Planting 24" Box w/out RB	\$446.00	Each
Root Pruning	\$12.90	Each (foot)
Crew rental, aerial unit, dump truck, and chipper	\$68.30	Man Hour
Emergency work call out	\$144.10	Man Hour

Payment will be made on the 15th day of each and every calendar month during the term of this Agreement, which will be paid to the Contractor for all work and services to be performed pursuant to the Agreement.

Payment of additional services requested, in writing, by City and not included in the Scope of Services as set forth in this Agreement, shall be negotiated on an item-by-item basis. Any additional services cost will include labor, equipment, overhead, and profit.

Any and all work done under this Section of this Agreement will be with prior written approval from the CITY. If prior written approval is not obtained by the CONTRACTOR, no payment will be approved. Charges for additional services shall be invoiced on a monthly basis and shall be paid by the CITY within a reasonable time after said invoices are received by the CITY.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	HSV042/MCF150
SECTION:	CONSENT - AGREEMENTS	DEPT.:	MCF/HUMAN SVCS.
ITEM NO.:	8	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-38 TO ACCEPT FUNDING FROM THE CITY OF HOPE HEALTHY LIVING GRANT TO SUPPORT HEALTHY MONTCLAIR ACTIVITIES TO ENHANCE THE COMMUNITY GARDEN		

REASON FOR CONSIDERATION: The Montclair Community Foundation Board is requested to consider approval of Agreement No. 23-38 to accept funding from the City of Hope Healthy Living Grant to support Healthy Montclair activities to enhance the Community Garden.

BACKGROUND: The purpose of the Healthy Montclair Initiative is to achieve an excellence in quality of life for those who live, work, play, eat and shop in Montclair. Montclair was one of the first cities in California to be designated a Healthy City by California Healthy Cities and Communities in 1998. Healthy Montclair defines health as a state of complete physical, mental, and social wellbeing and not merely the absence of disease or infirmity.

Cardiovascular diseases, cancers, and chronic lower respiratory diseases caused over sixty-nine percent of the deaths in Montclair over the past thirty years, prior to the COVID-19 pandemic. The Human Services Department has identified strategies and programs to transform our community health and quality of life. Among the efforts of the Human Services Department was to partner with the City of Hope. The Montclair Community Foundation was awarded the 2018 Healthy Living Grant to pilot a social determinants of health assessment program. Furthering our partnership, in 2019 the City of Montclair was selected by the City of Hope as one of eight agencies to promote evidence-based health education developed through the Partners in Care Foundation's Chronic Disease Self-Management Education Program (CDSMP) utilized by the Centers for Disease Control and Prevention (CDC). In addition, Assistant Director of Human Services and Grants Manager Alyssa Colunga serves on the Community Outreach and Engagement, Community Advisory Board working with scientists and clinicians from City of Hope to reduce the cancer burden and inequities in our area.

This year, the Montclair Community Foundation was invited to apply to a larger grant opportunity through City of Hope's Healthy Living grant and was awarded \$10,000 to revitalize the promotora (Por La Vida) program and enhance the Montclair Community Garden through added irrigation and activities to educate participants about increasing access to organic fruits and vegetables and improving physical activity.

FISCAL IMPACT: Should the Montclair Community Foundation Board approve Agreement No. 23-38, City of Hope would provide the Montclair Community Foundation with \$10,000. There is no term listed in the agreement; however, the grant application stated our program will be completed within twelve months.

RECOMMENDATION: Staff recommends the Montclair Community Foundation Board approve Agreement No. 23-38 to accept funding from the City of Hope Healthy Living Grant to support Healthy Montclair activities to enhance the Community Garden.



1500 East Duarte Road
Duarte, CA 91010-3000
Phone 800-826-HOPE
Fax 800-555-5555
CityofHope.org

May 20, 2023

Alyssa Colunga
Montclair Community Foundation
5111 Benito St.
Montclair, CA 91763

Re: City of Hope Healthy Living Grant – Terms of Agreement

Dear Ms. Colunga,

City of Hope is pleased to inform you that **Montclair Community Foundation** has been selected as a recipient of City of Hope’s **2023 Healthy Living Bigger Ask Grant** in the amount of Ten Thousand Dollars (\$10,000) in support of your proposal, **Montclair Community Foundation**. This grant is subject to the Health Living Grant Program Terms and Conditions attached to this letter agreement.

Please review the Healthy Living Grant Program Terms and Conditions and indicate your agreement to be bound by such terms and conditions by signing below and returning the document to me via email nchawkins@coh.org. Any modification to the terms of this letter agreement must be in writing and signed by authorized representatives of both City of Hope and **Montclair Community Foundation**.

Should you have any questions, please feel free to contact me at 626-218-4053 or nchawkins@coh.org. City of Hope congratulates **Montclair Community Foundation** on this award, and we look forward to collaborating with you.

Sincerely,

Nancy Clifton-Hawkins, MPH, MCHES
Director - Community Benefit

Angela Talton
Senior Vice President, Chief Diversity, Equity and
Inclusion Officer

Agreed and accepted:

By: _____

Name: _____

Title: _____

Date: _____

**City of Hope
Health Living Grant Program Terms and Conditions**

City of Hope agrees to make a grant to the grant recipient named in the letter agreement (the "Grant Recipient") and Grant Recipient agrees to accept such grant in accordance with the terms below.

1. Grant Recipient agrees to use the funds only for the purposes described in the proposal submitted to and approved by City of Hope ("Proposal") and in accordance with the budget submitted to and approved by City of Hope ("Budget").
2. Grant Recipient represents and warrants that it is, and at all times shall remain a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code. Grant Recipient will immediately notify City of Hope if it ceases to be a tax-exempt organization and immediately return any grant funds. Upon request, Grant Recipient shall submit to City of Hope proof of its tax-exempt status and any other documentation requested by City of Hope.
3. Upon conclusion of the Proposal aims, or such other period determined by City of Hope, Grant Recipient will provide to City of Hope a presentation on the outcomes and impacts that the funded program had on its target audience.
4. Grant Recipient will maintain a complete and accurate record of the grant funds received and expenses incurred in connection with the Proposal. City of Hope may, at its expense, audit Grant Recipient's records with respect to the grant.
5. Grant Recipient will permit City of Hope to evaluate Proposal activities and/or Grant Recipient operations, including, but not limited to, visits to Grant Recipient's facility (ies) to observe Grant Recipient's Proposal procedures and operations and discuss the Proposal with Grant Recipient's personnel.
6. Grant Recipient must obtain City of Hope's prior written permission before Grant Recipient issues any news release, public announcement, publication or information concerning the grant or City of Hope.
7. Grant Recipient grants City of Hope the non-exclusive right to use Grant Recipient's name and non-confidential materials submitted by Grant Recipient to City of Hope in connection with the Proposal for any City of Hope's reporting, disclosures, publications, advertisements or documents regarding the grant.
8. City of Hope may, in its sole discretion, terminate the grant and this agreement at any time if, in City of Hope's judgment, Grant Recipient becomes unable to carry out the purposes of the grant or is in breach of any terms and conditions of the grant.
9. Grant Recipient hereby certifies to City of Hope under penalty of perjury that Grant Recipient has not been convicted of a criminal offense related to health care, is not currently debarred, excluded or otherwise ineligible for participation in federally funded programs and has not arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that it knew or should have known are excluded from participation in any federal health care program, and will not arrange or contract with any such individuals or entities during the term of this Agreement. Grant Recipient agrees to notify City of Hope in writing immediately of any threatened, proposed or actual conviction relating to health care, of any threatened, proposed or actual debarment or exclusion from participation in federally funded programs, of Grant Recipient or any employee, contractor or agent of Grant Recipient. Any breach of this section of the agreement by Grant Recipient shall be grounds for immediate termination of this Agreement by City of Hope.
10. This agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in federal court in the Central District of California or in state court in the County of Los Angeles, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	HSV105
SECTION:	CONSENT - AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	9	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-39 WITH CATERING SYSTEMS, INC. TO PROVIDE MEALS FOR THE CITY'S SENIOR CITIZEN NUTRITION PROGRAM		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 23-39 with Catering Systems, Inc. to provide meals for the City's Senior Citizen Nutrition program.

BACKGROUND: On June 6, 2022, the City Council approved Agreement No. 22-57 with the San Bernardino County Department of Aging and Adult Services (DAAS) to provide a three-year Senior Citizen Nutrition Program for participants aged 60 and over at the Montclair Senior Center. The Human Services Department is managing and operating the nutrition program with grant funds awarded by DAAS.

The Human Services Department recommends a subcontract with Catering Systems, Inc. for nutrition program meals. City Staff have had difficulty in finding other meal providers that serve high quality food and that will work within the DAAS requirements. In the past, staff requested recommendations for meal providers from DAAS and unfortunately, other meal providers are significantly higher in cost and subjectively lower in quality.

In order to maintain the current program standards, Human Services is recommending that the City subcontract with Catering Systems, Inc. for Fiscal Year 2023-2024. Should the Council approve Agreement No. 23-39, Catering Systems, Inc. would continue to deliver prepared meals every weekday until June 30, 2024. The meal cost will be \$6.00 per meal, a 15 cent increase from FY 2022-2023. All of these costs will be covered by the existing cost reimbursement DAAS grant.

The suggested donation for meals is \$3.00, as required by DAAS. The funding for the meal cost would be paid through participant donations and funding from Agreement No. 22-57 with the San Bernardino County Department of Aging and Adult Services (DAAS) that was approved by the City Council on June 6, 2022. Note that the DAAS contract has a three-year term and covers the period July 1, 2022 through June 30, 2025.

FISCAL IMPACT: There will be no cost to the General Fund as a result of this agreement to provide the Senior Nutrition meals. All of these costs will be one hundred percent grant funded under Agreement No. 22-57 with DAAS. The term of the proposed Agreement No. 23-39 with Catering Systems, Inc. is July 1, 2023 through June 30, 2024.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 23-39 with Catering Systems, Inc. to provide meals for the City's Senior Citizen Nutrition program.

FOOD SERVICE AGREEMENT

THIS AGREEMENT, executed in Montclair, California, is made by and between the City of Montclair, a California Municipal Corporation, hereinafter referred to as the "Contractor," and Catering Systems, Inc., hereinafter referred to as the "Subcontractor."

WHEREAS, the Contractor and the County of San Bernardino Department of Aging and Adult Services (DAAS), hereinafter referred to as "County," have entered into an Agreement which authorizes the Contractor to provide certain services, said City Agreement being No. 22-57 signed June 28, 2022; and

WHEREAS, the aforesaid Agreement provides that the Contractor may subcontract for certain professional services subject to prior County approval; and

WHEREAS, the Contractor desires to engage the Subcontractor to provide professional services as detailed elsewhere in this Agreement; and

WHEREAS, the Subcontractor desires to perform and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Contractor and the Subcontractor agree as follows:

AGREEMENT

Section 1. Statement of Work and Schedule

The Subcontractor shall perform and provide the services set forth in the Food Service Specifications, which is attached hereto as "Attachment 1" and by this reference incorporated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by said Food Service Specifications as well as by the general provisions herein.

Section 2. Representatives of the Parties and Service of Notice

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- A. The representative of the Contractor shall be, unless otherwise stated in the Agreement:

Marcia Richter, Director of Human Services
City of Montclair
5111 Benito Street
Montclair, California 91763
(909) 625-9453

- B. The representative of the Subcontractor shall be:

Lordwin Dsouza
Catering Systems, Inc.
2512 East Fender Avenue, Suite E
Fullerton, California 92831
(714) 278-9294

Section 3. Compensation to the Subcontractor

The Contractor shall pay to the Subcontractor an amount not to exceed \$6.00 per meal for approximately 90 meals per day for complete and satisfactory performance of the terms of this Agreement. The Subcontractor shall be paid for providing services set forth in this Agreement. Payment shall be made on a monthly basis.

Section 4. Time of Performance

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024, provided that said term is subject to the provisions of Section 14, "Indemnity, Liability, and Insurance Requirements," and Section 18, "Termination," and the availability of funds through the County.

There are up to 252 serving days during Fiscal Year 2023-2024 not including the following holidays and special occasions:

- Independence Day – July 4, 2023
- Labor Day – September 4, 2023
- Veterans Day – November 10, 2023
- Thanksgiving Day – November 23, 2023 – November 24, 2023
- Christmas Day – December 25, 2023
- New Year’s Day – January 1, 2024
- Marin Luther King Jr. Day – January 15, 2024
- Presidents’ Day – February 19, 2024
- Memorial Day – May 27, 2024

Section 5. Notices, Demands, and Communications

- A. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed effective as the date of mailing.

- B. Such notices, demands, or communications shall be addressed as set forth below:

- 1. For the Contractor:

Marcia Richter, Director of Human Services
City of Montclair
5111 Benito Street
Montclair, California 91763
(909) 625-9453

2. For the Subcontractor:

Lordwin Dsouza
Catering Systems, Inc.
2512 East Fender Avenue, Suite E
Fullerton, California 92831
(310) 619-1218

- C. If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this Section, within five (5) working days of said change.

Section 6. Audit Records and Bonding

- A. The Subcontractor shall maintain financial records and reports related to funds received under this Agreement.
- B. The Subcontractor shall maintain books, records, documents, and other accounting procedures and practices, which reflect all costs of any nature, including cost of raw food and labor costs, expended in the performance of this Agreement.
- C. These records shall be subject to audit or inspection by duly authorized County, State, or Federal personnel.
- D. The Subcontractor shall maintain all books, records, and other documents relative to this Agreement for three (3) years after final payment or audit by the United States Department of Health and Human Services, the California Department of Aging, and County for five years if no audit occurred.
- E. The Subcontractor shall provide to the Contractor, on an annual fiscal year basis, a statement that all persons handling funds received or disbursed by this Agreement are covered by Fidelity Insurance.
- F. The Subcontractor shall provide, on an annual basis, an official copy of the Certified Public Accountant audit, which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for and use of contract funds. All records of the Subcontractor bearing upon food purchases, storage, and food preparation directly related to said program under this Agreement shall be made available to the Contractor upon request.
- G. The Subcontractor shall furnish reports as required by the Contractor, County, California Department of Aging, and the U.S. Administration on Aging.
- H. Subcontractors shall use standardized recipes which meet Hazard Analysis requirements and which shall be available to Contractor and County.
- I. The Subcontractor shall supply raw food and labor costs to the Contractor as needed.

- J. The Subcontractor shall permit periodic monitoring of contracted activities by Contractor, Centralized Dietary Services, County, State, or Federal personnel.

Section 7. Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the scope of services to be performed by the Subcontractor and any increase or decrease in amount of compensation which are agreed to by the Contractor and the Subcontractor, shall be incorporated into this Agreement by a written amendment properly executed by both parties. Prior written approval shall be received from County.

Section 8. Permit and Licenses

The Subcontractor shall hold valid permits, license, certificates, and other documents as are required by the State, County, City, or other governmental or regulatory bodies to legally engage in and perform the services to be provided under this Agreement, such as public health license, Orange County Inspection Reports, annual Fire Inspection Certificates, and other documents attached for County's approval. The Subcontractor shall notify the Contractor immediately of any suspension, termination, lapses, non-renewals, or restrictions of required licenses, certificates, or other documents that may be cause for termination of this Agreement.

Section 9. Conflict of Interest

- A. The Subcontractor, during the period to be covered by this Agreement, shall have no interest, direct or indirect, with respect to the Contractor that could create a conflict of interest.
- B. No member, officer, or employee of the Contractor and no official, officer, or employee of the County who exercises any responsibilities or functions with respect to the Contractor during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. The Subcontractor warrants that no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Contractor the right to terminate this contract or, at the discretion of the Contractor, to deduct from the Subcontractor's fees the amount of such commission, percentage, brokerage, or contingent fees.

Section 10. Independent Contractor Status of the Subcontractor

Subcontractor is and shall at all times remain as to the Contractor and County a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Subcontractor shall at all times be under Subcontractor's exclusive direction and control and shall not be construed to be employees of Contractor or County for any purpose, including eligibility under Public Employees Retirement Law. Neither Contractor nor County nor any of their respective officers, employees, or agents shall have control over the conduct of Subcontractor or any of Subcontractor's officers, employees, or agents, except as set forth in this Agreement. The parties agree that the performance of the Subcontractor's services hereunder shall be in the capacity of an Independent Contractor and that no employees of the

Subcontractor have been, are, or shall be employees of the Contractor or County by virtue of this Agreement, and the Subcontractor shall so inform each employee organization and each employee who is hired or retained under this Agreement.

Section 11. Assignment or Transfer of Interest

The Subcontractor shall not assign or transfer any interest in this Agreement, except that claims for moneys due or to become due from the Contractor under this Agreement may be assigned to a bank, trust company, or other financial institution.

Section 12. Applicable Sections of Agreement between County and the Contractor

The Contractor and the Subcontractor agree that all conditions set forth in the Agreement, including Addendum and Attachment 1, between the County and the Contractor, as applicable in the performance of this Agreement, are hereby included herein by reference as though set forth herein in full. Referenced sections are available at the Contractor and County for review during normal business hours.

Section 13. Discrimination Prohibited

- A. The Subcontractor shall not discriminate against any employee or person served on account of race, color, sex, religious background, ancestry, national origin, or disability in its performance of this contract and hereby agrees to comply with all Federal, State, and County laws or regulations pertaining hereto including the Americans With Disabilities Act and applicable Civil Rights Acts.
- B. It is expressly understood that upon receipt of evidence of such discrimination, the Contractor shall have the right to terminate said contract.
- C. Affirmative Action: A written affirmative action plan, embodying both (1) goals and timetables of minority manpower utilization; and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carry out such steps, is to be included.

Section 14. Indemnity, Liability, and Insurance Requirements

- A. The Subcontractor agrees to defend, indemnify, and hold harmless the Contractor and the County, their officers, employees, and assigns, against any and all claims arising from acts, omissions, or negligence of the Subcontractor, its officers, or employees in the performance of this Agreement. The Subcontractor shall defend any suit against the Contractor and County alleging personal injury, sickness, or disease arising out of meals served at the project sites (or home delivered) provided food is served one hour after delivery (or eaten immediately after home delivery). This indemnification provision shall apply regardless of the existence or degree of fault of the indemnified parties. Subcontractor's indemnification obligation applies to the Contractor's an County's active as well as passive negligence, but does not apply to the Contractor or County's sole negligence or willful misconduct.
- B. The Contractor shall promptly notify the Subcontractor in writing of any claims against the Contractor or Subcontractor and, in the event of a suit being filed, the Contractor shall promptly forward to the Subcontractor all papers in

connection therewith. The Contractor shall not incur any expenses or make any settlement without the Subcontractor's consent. However, if Subcontractor refuses or neglects to defend any such suit, the Contractor may defend, adjust, or settle any such claim, and the cost of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Subcontractor. The Subcontractor shall promptly notify the Contractor in writing of any claims against the Contractor or Subcontractor.

C. The Subcontractor shall furnish proof in the form of a hand-signed certificate of insurance that it carries insurance in the minimum amounts listed below prior to commencement of performance under this Agreement. Such coverage shall be maintained currently effective until receipt of final payment under the terms of this Agreement.

- 1. Comprehensive General \$1,000,000 combined Single Liability [including (CSL) minimum Product Liability]
- 2. Professional Liability \$1,000,000 per occurrence

D. Comprehensive Auto Liability (owned and non-owned)

- 1. Bodily Injury
 - \$ 100,000 each person
 - \$ 300,000 each accident
 - \$ 300,000 aggregate products
- 2. Property Damage
 - \$ 50,000 each accident
 - \$ 250,000 aggregate operations
 - \$ 250,000 aggregate protection
 - \$ 250,000 aggregate products
 - \$ 250,000 aggregate contractual

E. Worker's Compensation. The statutory limit shall be in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.

F. Additional Insured. The City of Montclair and County of San Bernardino shall be named as additional insured on all policies or certificates.

G. Cancellation Notice. A 30-day Notice of Cancellation shall be mailed to the Contractor and County, 784 E. Hospitality Lane, San Bernardino, CA. 92415.

H. In the event any new or additional meal locations are started, the insurance carrier shall name all new or additional sites as insured under the policy.

I. Failure on the part of the Subcontractor to procure or maintain required insurance shall constitute a material breach of Agreement and Contractor may immediately terminate or suspend this Agreement.

Section 15. Compliance with Statutes and Regulations

A. In the performance of this Agreement, the Subcontractor shall obey all laws of the United States, the State of California, and all County and local ordinances, regulations, policies, codes, and provisions .

- B. The Subcontractor shall conform to the nutrition requirements under Title III-C of the Older Americans Act of 1965, as amended, including providing the minimum Title III-C requirement per person of one third of the Recommended Daily Dietary Allowance (RDA).
- C. The Subcontractor shall comply with the California Uniform Retail Food Facilities Law (CURFFL), the Hazard Analysis (HACCP) requirements and San Bernardino County Department of Aging and Adult Services Policy and Procedures for Senior Nutrition Sites.

Section 16. Federal, State and Local Taxes

Subcontractor is responsible for paying when due all Federal, State, and local taxes, including estimated taxes, incurred as a result of the compensation paid by Contractor to Subcontractor for services under this Agreement. On request, Subcontractor will provide Contractor with proof of timely payment. Subcontractor agrees to indemnify, defend, and hold harmless Contractor for any claims, costs, losses, fees, penalties, interest, or damages suffered by Contractor resulting from Subcontractor's failure to comply with this provision. In addition, in the event Contractor is required to respond to a request from any State or Federal taxing agency as a result of Subcontractor's failure to comply with this provision, Subcontractor shall pay to Contractor the sum of \$300.00 for each occasion Contractor is required to so respond.

Section 17. Termination

The Contractor may terminate this Agreement at any time within the period of its duration upon not less than thirty (30) days written notice by the Contractor to the Subcontractor or immediately for cause. The Subcontractor may terminate this contract upon not less than thirty (30) days written notice to the Contractor. Notice shall be provided as in Section 5 herein.

In addition, this Agreement may be terminated because of lack of funds, repeated citations by County, and failure to make corrective actions required by County. In the event funds to finance this contract, or part of this contract, become unavailable, the obligations of each party hereunder may be terminated upon no less than ten days written notice to the other party. Said notice shall be delivered by certified mail or in person. County shall be the final authority as to the availability of Federal or State funds. Waivers of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

Section 18. Negotiation of Disputes

Any disputes of law or fact between the Contractor and the Subcontractor shall be settled between the parties concerned in such a manner that they will not delay or adversely affect the performance of the Contractor. Should any questions remain unresolved, the dispute would be submitted to the Director of the Area Agency on Aging or his designee to render a decision. Said decision will be binding upon the Contractor and the Subcontractor.

Section 19. Prior Approval of Subcontracts

The Subcontractor shall not enter into any subcontracts, for all or part of the services contemplated under this Agreement, without obtaining prior written approval of the Contractor and the Area Agency on Aging, which shall then be made a part of the original Agreement. No subcontracts shall be approved which would incur an obligation higher than the original agreed-upon price.

Section 20. Fair Labor Standards Compliance

Subcontractor agrees to indemnify, defend, and hold harmless the County of San Bernardino and the Contractor, their respective agents, officers, and employees from any and all liability including, but not limited to, wages, overtime party, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the Subcontractor's employees for which the Contractor or the County of San Bernardino may be found jointly or solely liable.

Section 21. Citizenship Laws

Subcontractor warrants its full compliance with all laws regarding employment of aliens and others and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal Immigration Reform and Control Act of 1986. Subcontractor shall obtain from all covered employees services hereunder all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Subcontractor shall retain such documentation for all covered employees for the period prescribed by law. Subcontractor shall indemnify, defend, and hold harmless the County and Contractor, their respective officers, agents and employees from employer sanctions and any other liability which may be assessed against either Subcontractor, Contractor, or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

Section 22. Subcontractor Staffing Requirements

To assure that meals are prepared in a safe, sanitary environment in compliance with the California Health and Safety Code, the San Bernardino County Department of Aging and Adult Services Policies and Procedures, and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's degree in Nutrition/Dietetics with an institutional food service management emphasis from an accredited college or university for supervision of the food services operation within the catering company and/or central kitchen. The Dietitian shall be both qualified as specified in sections 2585 and 2586, Business and Professions Code, and registered by the Commission on Dietetic Registration.

Or

The Subcontractor shall hire a qualified Food Service Manager who possesses a Bachelor of Science degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years' professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the four-year degree requirements. The Subcontractor must submit to the Contractor the registration identification number and expiration date of Registered Dietitian along with complete verifiable résumés of the Registered Dietitian or Food Service Manager for County's approval.

The County may, at its sole discretion, waive this requirement or, for repeated deficiencies of noncompliance, require the Subcontractor to fill both positions and/or to expand the required positions to full-time positions.

Section 23. Date of Execution

The parties hereto agree that the first party to execute this Agreement shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this Agreement is made provided, however, the term shall be for the period set forth in Section 4 herein.

Section 24. Complete Agreement

This Agreement, Addendum, Appendices, if applicable, and Attachment 1 contain the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth above.

Subcontractor:

CATERING SYSTEMS, INC.

Contractor:

CITY OF MONTCLAIR

Rosanna Rojas, President

**Javier John Dutrey
Mayor**

Date

Date

Rosanna Rojas, Secretary

Date

ATTEST:

**Andrea Myrick
City Clerk**

APPROVED AS TO FORM:

**Diane E. Robbins
City Attorney**

ADDENDUM

OTHER REQUIREMENTS (Contractor's Option)

"Penalties for discrimination in employment - Any contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practice Act or similar provisions of federal law or executive order in the performance of any contract with the City, thereby shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$25 for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section."

"Penalties for violation of affirmative action provisions - Any contractor who shall be found in violation of the agreement to pursue an affirmative course of action, or in violation of any provision of the affirmative action guidelines pertaining to the contract, shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$250 for each calendar day during which the contractor is found to have been in noncompliance, damages for said breach of contract, or both."

ATTACHMENT 1

FOOD SERVICE SPECIFICATIONS BETWEEN THE CITY OF MONTCLAIR AND CATERING SYSTEMS INC.

STATEMENT OF WORK AND SCHEDULE

During the time of performance as set forth herein, the Subcontractor shall furnish all food, labor, and equipment necessary to prepare and deliver individual meals and/or bulk food for persons 60 years of age and older in compliance with the Title III Congregate and Home-Delivered Nutrition standards as described in Federal, State, and County regulatory statutes and the California Health and Safety Codes, more specifically, the California Uniform Retail Food Facilities Law (CURFFL) as amended January 1, 1996, the Older Americans Act (OAA), Amendment of 1992, and the San Bernardino County Department of Aging and Adult Services (County).

To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the DAAS Policies and Procedures and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's Degree in Nutrition/Dietetic with an institutional food service management emphasis from an accredited college or university, for supervision of the food services operation within the catering company and/or central kitchen.

The Subcontractor shall hire a qualified Food Service Manager who possess a BS degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the 4 year degree requirements.

The Subcontractor must submit, to the Contractor, the registration identification number and expiration date of the Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager for the County's DAAS approval.

The County may, at its sole discretion, waive this requirement or for repeated deficiencies of non-compliance, require the Subcontractor to fill both positions, and/or to expand the required positions to full time positions.

A. Number of Meals

The estimated number of meals required per day is between 60 and 90, Monday through Friday. The maximum requirement is outlined below.

	<i>Total Maximum Annual Meals</i>	<i>Catered Cost of Meal</i>
Monday through Friday	90	\$6.00
Saturday	N/A	
Sunday	N/A	
Box lunches	N/A	
Breakfast	N/A	
Frozen meals	N/A	
Other food items	N/A	
Total Max Annual Meals	22,680	\$136,080

B. Delivery

1. The meals shall be delivered as follows:

<i>Meal Location</i>	<i>Approx. Number of Meals</i>	<i>Time Food Preparation Completed</i>	<i>Time Food Leaves Kitchen</i>	<i>Time Food Arrives at Site</i>
Montclair Senior Center 5111 Benito Street Montclair, California	60-90	10:00 a.m.	10:30 a.m.	11:00 a.m.

2. The Contractor reserves the right to add or delete meal sites or designate alternate meal locations, as appropriate, subject to approval by County.
3. The Contractor may change the days and time of delivery and service by giving the Subcontractor seven (7) days notice.
4. The Contractor may change the number of meals to be delivered to any of the meal locations by notifying the Subcontractor by 10:00 a.m. the day prior to delivery.
5. The Subcontractor shall deliver the meals no more than 60 minutes prior to or 30 minutes after the agreed upon serving time.
6. Box lunch delivery time may be as early as 9:00 a.m. as long as appropriate holding facilities are available for perishable food items and

meals are transported under appropriate packing, heating and cooling temperature requirements.

7. The Contractor reserves the right to require Subcontractor to deliver food on all holidays that food service is needed.
8. The contractor shall serve foods for congregate meals; within two (2) hours after food preparation has been completed.

C. Delivery Service Specifications

1. Meals are to be delivered in (bulk/individual) prepackaged servings.
2. The Subcontractor shall supply the following food service items.

<i>Item</i>	<i>Specifications</i>
Rectangular disposable plates	Five compartment
Disposable bowls	Eight-ounce soup bowls
Disposable flatware	Bulk or pre-packaged, good quality
Napkins	Good quality
Table coverings	Paper placemats
Disposable cups	Eight-ounce cups for bulk milk
Other	Straws, plastic gloves, boxes, or bags as needed for box lunches

3. The Subcontractor shall provide all serving trays and utensils, warming, refrigerating and freezing equipment, where necessary, for the maintenance of proper temperatures as specified herein, and shall provide servicing of the equipment and/or replacement (depending on needs of Project).
4. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or infestation. All hot foods should be packaged individually or in bulk containers to ensure a minimum delivery temperature of 145° F. All cold foods must be packaged to ensure a maximum delivery temperature of 40° F. All foods intended to be delivered frozen shall be packaged to maintain a hard frozen state until such food reaches point of delivery.

Temperature of bulk and home-delivered meals must be taken daily at the end of production/packaging and on delivery at the nutrition site by the Subcontractor and Contractor. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packing.

Daily written documentation of temperature logging/monitoring must be kept by Subcontractor and will be subject to audit by the centralized dietary services and the County nutritionist.

The sites shall be assumed correct on shortages unless the caterer proves them wrong. All calls regarding shortages and food replacement will be communicated by the Contractors office.

5. Meals must be delivered in refrigerated trucks and/or approved for bulk-insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.
6. Food and supplies must be packed and handled in a sanitary manner to assure absence of contamination and spillage.
7. The program may require replacement of any cold food that is received on site at above 45 degrees F and any hot food that falls below 140 degrees F.
8. Food shortages and/or spoiled foods that are reported to the caterer by agree time of delivery must be replaced or the enclosed deduction schedule will be utilized.
9. Packing of food for delivery to the sites will be negotiated as mutually acceptable to the Contractor and Subcontractor. Sites may differ on packaging of some items due to available site equipment and time/distance.
10. The Subcontractor shall be responsible for cleaning and care of equipment returned to his facility each day.
11. The Subcontractor shall place food in areas designated by meal location managers.
12. Food shall be transported no longer than 60 minutes after packaging.
13. Food shall be kept in heat retaining equipment no longer than **60 minutes** prior to serving.
14. Each delivery shall be accompanied by a delivery slip, in triplicate, designating number of meals and supplies delivered. Project Director or designated person will sign receipt, if in order, and one copy shall be left with the Project Director.
15. Instructions shall be attached to each food product delivered indicating name of meal location, number of servings, size of servings, and size of utensil to be used in serving.
16. Cake, cornbread, and casserole dishes, i.e. meatloaf, lasagna, tuna noodle casserole shall be pre-scored by the Subcontractor for the appropriate number of servings.

17. All Subcontractor delivery equipment shall be removed from the meal location by the next service day. Contractor is not responsible after this time.
18. The Subcontractor shall provide a back-up delivery system in the event of vehicle breakdown.
19. Electrical items required to be provided herein shall have the UNDER-RITERS LABORATORY approval and meet all current OSHA and COSHA laws and regulations. Subcontractor shall provide Contractor with a current copy of the health certificate and any corrected deficiencies with bid. To ensure that all regulations are followed, the Subcontractor must have a qualified food service manager or part-time registered dietitian (20 hours per week) or staff who will assure that meals are prepared in a safe and sanitary condition throughout the meal service operation.
20. Authorized representatives of the Contractor, County, centralized dietary services, State, and Federal shall have the right to inspect food preparation, storage, and packaging sites during the term of the contract.

D. Meal Standards

1. A Chemical analysis of any food delivered by the Subcontractor may be requested by the Contractor or County at any time. The Subcontractor agrees to cooperate in having the analysis done. If the analysis discloses that the food does not comply with required meal specifications, the Subcontractor shall be liable for the cost of this analysis and meals served to seniors out of compliance.
2. The Subcontractor shall be liable for meals that do not meet the nutritional standards and requirements, are spoiled or unwholesome at time of delivery, are incomplete or insufficient in number ordered, or are delivered after the time specified by the Contractor. In the event the Subcontractor fails to deliver complete meals, other foods, or supplies as agreed upon, the Contractor may provide a substitute meal with emergency meals of supplies purchased from other places and charge the cost of the purchased meal to the Subcontractor. The replacement cost shall not exceed **100** percent of the contract catered meal cost.
3. If any portion of a meal other than the entree is delivered in an unacceptable condition, such as incorrect temperature (potentially hazardous)* less than contracted portion, spoiled or too late, the Subcontractor shall be liable for the cost of that portion. If the entree is unacceptable, the Subcontractor shall be liable for the cost of the entire meal. In order to ensure conformance to the above, the delivery driver shall remain at the site until the food is checked by the location manager. All shortages shall be noted on delivery slip for proper crediting.

E. Menu Requirements

1. All menus shall comply with Title III-C meal pattern requirements.
2. A **six-week** cycle menu shall be used that is written once yearly.
3. The Contractor has the responsibility for menu writing with input from the Project Council and Subcontractor. The menu shall be approved by the centralized dietary services dietitian.
4. The Contractor is responsible for typing and duplicating the menu.
5. All menus must be signed by the Project Director, Project Council Chairman or designee, the centralized dietary services dietitian, and certified by the County nutritionist prior to the start of the menu cycle.
6. The Project Director or centralized dietary services dietitian shall submit all menu substitutions by the Subcontractor at least 2 days prior to the serving date. The subcontractor may, however, in an emergency make menu substitutions on verbal approval of the Project Director or centralized dietary services dietitian, with a written notice to follow for documentation.
7. Provisions shall be made by the Subcontractor to provide in-service training regarding food sanitation and safety for their food service staff. Documentation of such training shall be submitted to the Contractor. County may require the Contractor, based upon major finding of non-compliance items in food and safety, to provide additional food service training.

*See definition of Potentially Hazardous Food, DAAS Contract Management for Service Providers.

F. Meal Pattern Specifications

1. All food must be of the highest quality standard and conform to USDA requirements. It must be prepared in a manner to preserve optimum flavor and appearance while retaining nutrients and food value. Special consideration should be given to tenderness of meat because of the age of our participants. The Subcontractor is responsible for assuring its high quality before it is sent to the meal sites.

Title III – Meal Pattern:

Meat or meat alternatives	A minimum of 15 g protein per meal required. Specification for all processed preformed meat must be approved by the County nutritionist before adding to menu. Two-and one-half-ounce edible portion of meat/meat alternate in casserole dishes.
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Vegetable/Fruits	Two half cup servings each per meal (exclusive of dessert).
Juice*	One-half cup Vitamin C fortification required to satisfy Vitamin C requirement.
Starch or alternate	One slice bread or one-half cup serving cooked starch, such as rice, pasta, etc. Selections made from whole grains are preferred.
Fortified margarine or butter	One teaspoon.
Dessert*	One-half (1/2) cup portions or fresh fruit equivalent. Limit of 1 dessert high in sugar, refined grains, or saturated fat per week.
Milk or milk product	Eight-fluid-ounce serving or calcium equivalent. Liquid milk served must be 1% fat, nonfat, or buttermilk.

- (a) In the preparation of all meals, the Subcontractor shall use a minimum of simple sugars. Each meal shall not exceed 1000 milligrams of sodium and shall be low in fat (standard is no more than 30 percent or less of total calories). Limit of 2 high-sodium meals served in any week.
- (b) Subcontractor shall provide all condiments that are normally served with specific menus including, but not limited to, salt; pepper; salad dressing; tartar sauce; mustard; catsup; cream; sugar; and garnishes, such as lemon slices and parsley (as agreed upon). A low-sodium salad dressing choice shall be offered and used in sodium and other nutrient calculations for menus with green salads.
- (c) Ground beef may be used no more often than twice a week and must be in solid form such as meat loaf or Salisbury steak for one of the servings. The fat content cannot exceed 15 percent.
- (d) Textured vegetable protein may be used at no greater amount than 30 percent of the total protein.
- (e) Meat alternates (dried beans, peas, lentils, nuts, nut butters) shall not be served more often than one time per week.
- (f) Desserts, such as fruits or high-nutrient density desserts shall be served throughout the week in one-half (1/2) cup portions. High-calorie desserts, such as plain gelatin desserts, cakes, pies, cookies, and similar foods, shall also be included but are to be limited to once per week. Milk-based dessert may be served once per week. A

dessert consisting of 50 percent fruit (fruited Jell-O, etc.) may be served once a week.

- (g) Different fruits will be served once per meal. Whole fresh fruit in season shall be served at least once during each week. Canned fruit will be water packed or packed in its own juice.

2. Minimum grades for all foods shall be as follows:

- (a) Beef: USDA Grade A choice
- (b) Pork: USDA Number 1 (as defined in S R.A., No. 171, U.S. Standards and Grades of Pork Carcasses)
- (c) Lamb: USDA choice
- (d) Poultry: USDA Grade A to be used for all fresh or frozen poultry products. Necks, backs, and wings alone shall not be used prior approval of the Project Director or project designee. Reconstructed roll products are not acceptable (optional).
- (e) Variety meats: Grade No. 1 from USDA Government-inspected plants.
- (f) Dairy products: Following is to be used as minimum specifications for all graded dairy products:
 - (1) Eggs, fresh USDA or State Graded A
 - (2) Cheese, USDA Grade A non-processed cheese
 - (3) Milk, low fat, shall be available
- (g) Fish and seafood must be fresh or frozen and be a nationally distributed brand packed under continuous inspection of the U.S. Department of Interior.
- (h) Canned fruits and juices: USDA Grade A (Fancy) and Grade B (Choice) are to be used for all graded fruits and fruit juices. Grade C (Standard) may be used for pie and cobbler products only.
- (i) Fresh fruits: USDA Fancy to USDA No. 1 to be used for all graded fresh fruits as a minimum standard.
- (j) Fresh vegetables: USDA Fancy and No. 1 to be used for all graded fresh vegetables as a minimum standard.
- (k) Frozen fruits and vegetables: USDA Grade A is to be used for all graded frozen fruits and vegetables as a minimum standard.

3. Meal Component/Nutrient Analysis

- (a) A meal component /nutrient analysis of the entire menu cycle conducted and/or approved by a Registered Dietitian shall be completed in compliance with OAA, Section 339, and California Regulations, Title 22, Division 1.8, Chapter 4, Article 5, Section 7638.5.

Computerized Nutrient Analysis Requirements:

Although not required, use of computerized nutrient analysis is strongly recommended and will help ensure and verify the nutritional adequacy of meals. The goal of assessing nutrient intakes of groups is to determine the prevalence of inadequate or excessive nutrient intakes within a particular group of individuals. While meal patterns serve as a basic framework for menu planning, providers are encouraged to use computerized nutrient analysis because it provides specific information on nutrients the menu may **not** be providing. The information that a menu is not supplying all of the desired nutrients will guide the development of future menus. As required menu elements are expanded, it is more difficult to meet all of the requirements on a daily basis. Nutrition programs for the elderly should focus on:

- Vitamin A
- Vitamin C
- Protein
- Fat
- Sodium
- Fiber

Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions and nutrition education.

The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; Vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, B12; calcium, chromium, copper, iron, magnesium, sodium, and zinc. In addition to meeting one third of the Dietary Reference Intakes, the menus should also follow the Dietary Guidelines for Americans.

- (b) Menu cycle shall be analyzed on a regular basis and documentation maintained for County review.

G. Supplies Specification Procedures

The Subcontractor shall provide disposable table service based upon the supplies specification included. These supplies shall be ordered and delivered weekly at each site. A minimum of one week's supply on hand at all times. The Contractor shall supply order forms and monitor supply usage.

The Subcontractor shall furnish, as part of supplies, the cleaning and other miscellaneous supplies (see Supplies Specification Sheet). These supplies will be ordered as needed. The Contractor shall supply order forms and monitor supply usage. (This is subject to negotiation.)

EVALUATION OF SUBCONTRACTOR

The Contractor and centralized dietary services dietitian shall evaluate the Subcontractor's performance to determine if the Agreement is in compliance in meeting requirements. All evaluations must be sent to the County nutritionist.

RECEIPTS AND INVOICES PROCEDURES

- A. The Subcontractor shall issue daily delivery receipts to each site.
- B. After the close of each week, the Subcontractor will furnish to the program an invoice of meals ordered by the program, the previous week. The Contractor will pay such invoices for the prior week within 30 days after receipt of same invoice or as agreed between the Contractor and Subcontractor.

DEDUCTION PROCEDURE

- A. The Subcontractor shall deliver meals that meet Title III-C menu regulations. If the Subcontractor fails to deliver all menu items or appropriate substitute items and/or the program rejects food, the Subcontractor shall be reimbursed as outlined in Section 4, "Meal Standards."



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	STB300-17
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	CITY MGR.
ITEM NO.:	1	PREPARER:	C. GRAVES
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 23-3405 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES		

REASON FOR CONSIDERATION: Staff has identified 141 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

FISCAL IMPACT: Recoverable amount is \$46,164.87, plus \$2,820.00 for release of lien fees, plus \$7,050.00 in lien fees, for a total of \$56,034.87.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-3405 authorizing placement of liens on certain properties for delinquent sewer and trash charges.

RESOLUTION NO. 23-3405

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

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

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

WHEREAS, it has been determined that there are 141 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on May 4, 2023, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, June 5, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - June 2023*, attached hereto.

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

APPROVED AND ADOPTED this XX day of XX, 2023.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3405 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2023, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

Exhibit A to Resolution No. 23-3405
Report of Delinquent Civil Debts - June 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
11225	Ada Avenue	Residential	302.90	20.00	50.00	372.90
11239	Ada Avenue	Residential	270.32	20.00	50.00	340.32
10207	Amherst Avenue	Residential	302.50	20.00	50.00	372.50
11141	Amherst Avenue	Residential	302.90	20.00	50.00	372.90
11151	Amherst Avenue	Residential	302.90	20.00	50.00	372.90
5512	Arrow Hwy #D	Residential	206.15	20.00	50.00	276.15
4740	Bandera Street	Multifamily	613.31	20.00	50.00	683.31
4959	Bandera Street	Residential	209.08	20.00	50.00	279.08
4432-34	Bandera Street	Multifamily	515.44	20.00	50.00	585.44
10145	Bel Air Avenue	Residential	302.90	20.00	50.00	372.90
10151	Bel Air Avenue	Residential	230.81	20.00	50.00	300.81
10283	Bel Air Avenue	Residential	328.68	20.00	50.00	398.68
10545	Belgian Place	Residential	501.54	20.00	50.00	571.54
5216	Belvedere Way	Residential	296.03	20.00	50.00	366.03
5219	Belvedere Way	Residential	332.59	20.00	50.00	402.59
5214	Berkshire Wat	Residential	225.89	20.00	50.00	295.89
11419	Brunswick Lane	Residential	325.88	20.00	50.00	395.88
11372	Buckskin Avenue	Residential	302.12	20.00	50.00	372.12
10464	Calico Court	Residential	210.28	20.00	50.00	280.28
10401	Camarena Avenue	Residential	258.98	20.00	50.00	328.98
10234	Camulos Avenue	Residential	303.00	20.00	50.00	373.00
10259	Camulos Avenue	Residential	302.90	20.00	50.00	372.90
11409	Cannery Row	Residential	330.15	20.00	50.00	400.15
4924	Canoga Street	Residential	302.90	20.00	50.00	372.90
5440	Carlton Street	Residential	315.07	20.00	50.00	385.07
11168	Carriage Avenue	Residential	241.41	20.00	50.00	311.41
11239	Carriage Avenue	Senior	268.48	20.00	50.00	338.48
11178	Carrillo Avenue	Residential	302.90	20.00	50.00	372.90
4337	Clair Street	Residential	355.08	20.00	50.00	425.08
4397	Clair Street	Residential	422.73	20.00	50.00	492.73
10164	Coalinga Avenue	Residential	302.90	20.00	50.00	372.90
10231	Coalinga Avenue	Residential	245.11	20.00	50.00	315.11
10276	Coalinga Avenue	Residential	347.79	20.00	50.00	417.79
11148	Coalinga Avenue	Residential	302.90	20.00	50.00	372.90
11465	Cobblestone Lane	Residential	317.14	20.00	50.00	387.14
5222	Coventry Way	Residential	201.23	20.00	50.00	271.23
11438	Cumberland Lane	Residential	288.21	20.00	50.00	358.21
11476	Cumberland Lane	Residential	331.98	20.00	50.00	401.98
11446	Dartmouth Lane	Residential	265.45	20.00	50.00	335.45
10190	Del Mar Avenue	Residential	302.90	20.00	50.00	372.90
10236	Del Mar Avenue	Residential	302.36	20.00	50.00	372.36
4526	Donner Court	Residential	243.04	20.00	50.00	313.04
11159	Essex Avenue	Residential	302.90	20.00	50.00	372.90
4705	Ewart Street	Residential	303.44	20.00	50.00	373.44
4790	Ewart Street	Residential	200.34	20.00	50.00	270.34
4114	Faircove Court	Residential	334.19	20.00	50.00	404.19

Exhibit A to Resolution No. 23-3405
Report of Delinquent Civil Debts - June 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4219	Fauna Street	Residential	302.77	20.00	50.00	372.77
4244	Fauna Street	Residential	302.95	20.00	50.00	372.95
4267	Fauna Street	Residential	343.19	20.00	50.00	413.19
4291	Fauna Street	Residential	302.90	20.00	50.00	372.90
4456	Fauna Street	Senior	271.68	20.00	50.00	341.68
4703	Fauna Street	Residential	302.90	20.00	50.00	372.90
4738	Fauna Street	Residential	302.76	20.00	50.00	372.76
4852	Fauna Street	Residential	302.90	20.00	50.00	372.90
4910	Fauna Street	Residential	422.73	20.00	50.00	492.73
5061	Fauna Street	Residential	270.32	20.00	50.00	340.32
8919-21	Felipe Avenue	Multifamily	605.80	20.00	50.00	675.80
4639	Flora Street	Senior	303.05	20.00	50.00	373.05
4660	Flora Street	Residential	302.90	20.00	50.00	372.90
5370	Flora Street	Residential	304.33	20.00	50.00	374.33
10253	Fremont Avenue	Residential	302.90	20.00	50.00	372.90
10287	Fremont Avenue	Residential	332.60	20.00	50.00	402.60
11049	Fremont Avenue	Residential	513.48	20.00	50.00	583.48
10149	Galena Avenue	Residential	302.90	20.00	50.00	372.90
10161	Geneva Avenue	Residential	257.72	20.00	50.00	327.72
11327	Halifax Lane	Residential	288.21	20.00	50.00	358.21
4103	Howard Street	Residential	302.90	20.00	50.00	372.90
4341	Howard Street	Residential	424.20	20.00	50.00	494.20
4854	Howard Street	Residential	240.42	20.00	50.00	310.42
4910	Howard Street	Residential	332.76	20.00	50.00	402.76
4992	Howard Street	Residential	224.48	20.00	50.00	294.48
5044	Howard Street	Residential	429.15	20.00	50.00	499.15
10236	Kimberly Avenue	Residential	302.90	20.00	50.00	372.90
10244	Kimberly Avenue	Residential	485.10	20.00	50.00	555.10
11065	Kimberly Avenue	Residential	302.89	20.00	50.00	372.89
11175	Kimberly Avenue	Residential	315.93	20.00	50.00	385.93
4671	Kingsley Street	Multifamily	554.01	20.00	50.00	624.01
4762	Kingsley Street	Residential	295.84	20.00	50.00	365.84
4909	Kingsley Street	Residential	422.73	20.00	50.00	492.73
5015	Laurel Street	Residential	365.57	20.00	50.00	435.57
10360-62	Lehigh Avenue	Multifamily	605.80	20.00	50.00	675.80
4573	Mane Street	Residential	422.73	20.00	50.00	492.73
4595	Mane Street	Residential	302.50	20.00	50.00	372.50
4696	Mane Street	Residential	257.45	20.00	50.00	327.45
4839	Mane Street	Residential	302.90	20.00	50.00	372.90
4846	Mane Street	Residential	332.01	20.00	50.00	402.01
8875	Maple Avenue	Residential	331.40	20.00	50.00	401.40
11154	Marion Avenue	Residential	278.26	20.00	50.00	348.26
11336	Marquette Lane	Residential	315.07	20.00	50.00	385.07
11442	Marquette Lane	Residential	331.21	20.00	50.00	401.21
10189	Mills Avenue	Residential	422.73	20.00	50.00	492.73
10231	Mills Avenue	Residential	302.90	20.00	50.00	372.90

Exhibit A to Resolution No. 23-3405
Report of Delinquent Civil Debts - June 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
3796	Millstone Lane	Residential	292.10	20.00	50.00	362.10
11419	Millstone Lane	Residential	220.77	20.00	50.00	290.77
11458	Millstone Lane	Residential	329.25	20.00	50.00	399.25
5060	Montclair Plaza Lane	Commercial	430.13	20.00	50.00	500.13
5239	Monte Verde Street	Residential	302.50	20.00	50.00	372.50
10290	Monte Vista Avenue	Residential	308.95	20.00	50.00	378.95
11007	Monte Vista Avenue	Residential	224.92	20.00	50.00	294.92
10163	Oak Glen Avenue	Senior	271.68	20.00	50.00	341.68
10241	Oak Glen Avenue	Residential	206.20	20.00	50.00	276.20
10594	Oak Glen Avenue	Residential	422.73	20.00	50.00	492.73
10604	Oak Glen Avenue	Residential	202.02	20.00	50.00	272.02
4595	Oakdale Street	Residential	302.55	20.00	50.00	372.55
5171	Orchard Street	Senior	533.79	20.00	50.00	603.79
5422	Orchard Street	Residential	302.90	20.00	50.00	372.90
3971	Peachwood Drive	Residential	206.15	20.00	50.00	276.15
10154	Poulsen Avenue	Residential	302.95	20.00	50.00	372.95
10206	Pradera Avenue	Residential	302.90	20.00	50.00	372.90
10231	Pradera Avenue	Residential	270.32	20.00	50.00	340.32
4765	Rodeo Street	Residential	312.00	20.00	50.00	382.00
5054	Rodeo Street	Residential	433.91	20.00	50.00	503.91
8949	Rose Avenue	Commercial	360.97	20.00	50.00	430.97
8981	Rose Avenue	Commercial	315.07	20.00	50.00	385.07
10222-24	Rose Avenue	Multifamily	540.63	20.00	50.00	610.63
10242-44	Rose Avenue	Multifamily	568.34	20.00	50.00	638.34
4675	Saddleback Street	Residential	249.16	20.00	50.00	319.16
5049	Saddleback Street	Residential	304.72	20.00	50.00	374.72
5155	Saddleback Street	Residential	231.18	20.00	50.00	301.18
5175	San Antonio Way	Residential	422.73	20.00	50.00	492.73
11020	San Pasqual Avenue	Residential	302.90	20.00	50.00	372.90
11083	San Pasqual Avenue	Residential	330.72	20.00	50.00	400.72
10183	Santa Anita Avenue	Residential	346.93	20.00	50.00	416.93
10204	Santa Anita Avenue	Residential	422.73	20.00	50.00	492.73
10221	Santa Anita Avenue	Residential	319.71	20.00	50.00	389.71
10298	Santa Anita Avenue	Residential	470.98	20.00	50.00	540.98
10170	Saratoga Avenue	Residential	303.32	20.00	50.00	373.32
10201	Saratoga Avenue	Senior	242.80	20.00	50.00	312.80
11144	Shetland Avenue	Residential	373.57	20.00	50.00	443.57
11011	Stallion Avenue	Residential	341.41	20.00	50.00	411.41
10289	Tudor Avenue	Residential	302.90	20.00	50.00	372.90
10115	Vernon Avenue	Residential	304.33	20.00	50.00	374.33
10236	Vernon Avenue	Residential	304.33	20.00	50.00	374.33
5533	Vernon Court	Residential	270.32	20.00	50.00	340.32
10373	Via Palma	Residential	328.74	20.00	50.00	398.74
11043	Wesley Avenue	Residential	302.91	20.00	50.00	372.91
11053	Wesley Avenue	Residential	302.90	20.00	50.00	372.90
10995	Whitewater Avenue	Residential	278.93	20.00	50.00	348.93

Exhibit A to Resolution No. 23-3405
Report of Delinquent Civil Debts - June 2023

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
11178	Whitewater Avenue	Residential	302.90	20.00	50.00	372.90
4515	Yosemite Drive	Residential	594.75	20.00	50.00	664.75
10472	Yosemite Drive	Residential	324.74	20.00	50.00	394.74
		Totals:	\$46,164.87	\$2,820.00	\$7,050.00	\$56,034.87



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	STG085
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	M. HEREDIA
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 23-3406 APPROVING A LIST OF PROJECTS TO BE FUNDED IN FY 2023-24 BY SENATE BILL 1, THE CALIFORNIA ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017		

REASON FOR CONSIDERATION: On April 28, 2017, the Governor signed the Road Repair and Accountability Act of 2017, also known as Senate Bill 1 (SB1). To establish eligibility for the legislation, and thereby receive funding, the California Transportation Commission (CTC) requires a resolution specifying the projects for which each city intends to spend its SB1 funding allocation for Fiscal Year 2023-2024. The City Council is requested to consider adopting Resolution No. 23-3406 confirming the allocation of SB1 funding in FY 2023-24 for the Silicon Avenue Street Rehabilitation.

BACKGROUND: The Road Repair and Accountability Act of 2017 provides funding to cities and counties for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system through the creation of a Road Maintenance and Repair Account (RMRA). SB1 increased the per-gallon fuel excise taxes, diesel fuel sales taxes, vehicle registration and taxes, and provides inflationary adjustments to fuel tax rates in future years. Upon full implementation, SB1 will generate over \$5.0 billion annually in California, with approximately \$1.5 billion going to cities and counties for local streets and roads annually.

Collected tax revenue is deposited into the RMRA and some of this funding is apportioned by formula to eligible cities and counties. It is important to note that new RMRA allocations may not be used to supplant local agency general fund spending for street maintenance and rehabilitation efforts. Therefore, in addition to meeting the transparency and reporting requirements, local agencies are required to sustain existing maintenance of effort (MOE) levels by continuing general fund street expenditures as specified in the legislation. The City's estimated MOE is \$1,251,522.

For FY 2023-2024, it is estimated that the City of Montclair will receive approximately \$942,426 in RMRA funding, with monthly payments starting in September 2023.

Pursuant to Streets and Highways Code Section 2030, RMRA funds must be used for projects that include but are not limited to the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Traffic control devices
- Complete street components, including active transportation (bicycle and pedestrian) projects, transit facilities, and storm-water capture projects.

RMRA funds may also be used to satisfy a match requirement in order to obtain state or federal funds for eligible projects. Also, to the extent possible, cost permitting, cities and counties are encouraged to include the following project elements:

- Advanced recycling techniques that lower greenhouse gas emissions and reduce the cost of maintaining streets through material choice and construction methods.
- Transportation infrastructure that supports technologies such as zero emission vehicle fueling or charging.
- Complete street elements that improve safety or the quality of bicycle or pedestrian facilities.

Staff has identified one project to be partially funded using RMRA funding:

Silicon Avenue Street Rehabilitation Project (Design & Construction)

This project includes the removal and replacement of existing curb, gutter, sidewalk, drive approaches, pavement, catch basins, signing and striping and street lights.

FISCAL IMPACT: SB1 funds will be used to pay for the Silicon Avenue Street Rehabilitation Project.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 23-3406 approving a list of projects to be funded in FY 2023-24 by Senate Bill 1, the California Road Repair and Accountability Act of 2017.

RESOLUTION NO. 23-3406

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1 - THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$942,426 in RMRA funding in Fiscal Year (FY) 2023-2024 from SB 1; and

WHEREAS, this is the seventh year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

WHEREAS, the City is using a Five Year Capital Improvement Plan to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, IT IS HEREBY RESOLVED, ORDERED, AND FOUND by the City Council of the City of Montclair, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following project will be funded in-part with FY 2023-2024 Road Maintenance and Rehabilitation Account revenues:

Project Title: Silicon Avenue Street Rehabilitation Project

Project Description: This project includes the removal and replacement of existing curb, gutter, sidewalk, drive approaches, pavement, catch basins, signing and striping and street lights.

Project Location: Silicon Avenue from State Street to Mission Blvd.

Estimated Project Schedule: Start (09/23) – Completion (09/25)

Estimated Project Useful Life: 30 years

APPROVED AND ADOPTED this XX day of XX, 2023.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3406 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2023, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

RESOLUTION NO. 23-3407

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

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

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

WHEREAS, the maximum allowable monthly rate to be charged per equivalent dwelling unit (EDU) for the period commencing July 1, 2023, and ending June 30, 2024, was set through the Proposition 218 process as follows:

Part 1 Fee – Inland Empire Utilities Agency Treatment Fee	\$ 24.31
Part 2 Fee – City Sewer Maintenance Fund	8.58
Part 3 Fee – City Sewer Replacement Fund	<u>1.50</u>

Total Maximum Monthly EDU Rate \$34.39; and

WHEREAS, the Regional Advisory Committees and the Board of Directors of Inland Empire Utilities Agency (IEUA) have approved the Regional Wastewater Program Budget with an associated sewer service rate for Fiscal Year 2023-24; and

WHEREAS, effective July 1, 2023, IEUA has set the total service rate for the operation and maintenance of the regional sewage system and the treatment of domestic sewage at \$23.39 per equivalent dwelling unit (EDU) per month; and

WHEREAS, the expenses for the City Sewer maintenance program have increased and it is necessary to adjust this component to adequately recover these program costs.

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

Part 1 Fee – Inland Empire Utilities Agency Treatment Fee	\$ 23.39
Part 2 Fee – City Sewer Maintenance Fund	8.58
Part 3 Fee – City Sewer Replacement Fund	<u>1.50</u>

Total Maximum Monthly EDU Rate \$33.47

APPROVED AND ADOPTED this XX day of XX, 2023.

ATTEST:

Mayor

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3407 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2022, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk



CITY COUNCIL AGENDA REPORT

DATE:	JUNE 5, 2023	FILE I.D.:	LDA550
SECTION:	CONSENT - RESOLUTIONS	DEPT.:	PUBLIC WORKS
ITEM NO.:	4	PREPARER:	R. HOERNING
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 23-3408 ORDERING THE VACATION OF A PORTION OF THE NORTH SIDE OF ARROW HIGHWAY NEAR FREMONT AVENUE		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Resolution No. 23-3408 to vacate a portion of excess right-of-way on Arrow Highway not required for street and highway purposes. The City may summarily vacate a street or portion thereof by adopting a resolution of vacation.

BACKGROUND: On May 16, 2022, the City Council approved Tract Map No. 20273 and authorized the recordation of the map with the Office of the San Bernardino County Recorder. Tract Map No. 20273, known as *The Village at Montclair*, located on the north side of Arrow Highway near Fremont Avenue, is within the Station District zoning area of the North Montclair Downtown Specific Plan (NMDSP). The Arrow Station residential community is on the west, Montclair Transcenter on the north, and the Pep Boys Auto store and self-serve car wash on the east. The Village Development received approval from the Planning Commission and was approved by the City Council on December 7, 2020. Tract Map No. 20273 identifies the excess right of way to be abandoned.

The San Bernardino County Surveyor's Office is requesting additional documentation from the City to ensure the right-of-way shown to be abandoned on Tract Map No. 20273 is acceptable to the City. The City may summarily vacate rights-of-way of a street or highway not required for street or highway purposes by adopting a resolution of vacation. The area proposed for vacation lies north of the 50-foot street half width of Arrow Highway and is not needed for street purposes. Attached to Resolution No. 23-3408 is Exhibit "A", which graphically shows the portion of the street to be vacated.

Village Partners Development intends to use this excess right-of-way area to be vacated as part of their proposed development. Adoption of this resolution to vacate will confirm the City's intent to vacate this portion of the excess right-of-way not needed for Arrow Highway.

FISCAL IMPACT: There is no fiscal impact that would result from approval of Resolution No. 23-3408.

RECOMMENDATION: Staff recommends the City Council approve Resolution No. 23-3408 ordering the vacation of a portion of the north side of Arrow Highway near Fremont Avenue.

RESOLUTION NO. 23-3408

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ORDERING THE VACATION OF A PORTION OF THE NORTH SIDE OF ARROW HIGHWAY NEAR FREMONT AVENUE

WHEREAS, right-of-way for Arrow Highway was dedicated to San Bernardino County with the recordation of an easement for public road and highway purposes as recorded April 27, 1970 in book 7431, page 808, Records of San Bernardino County Recorder; and

WHEREAS, the City of Montclair City Council intends to vacate excess right of way on the north side of Arrow Highway near Fremont Avenue as shown on Tract Map No. 20273 pursuant to the requirements of the Summary Vacation chapter of the Streets and Highways Code (Section 8330 et seq.); and

WHEREAS, the excess right-of-way of Arrow Highway is that portion on the north side of Arrow Highway lying north of the 50-foot street half width as shown on Tract Map No. 20273 and said excess right-of-way of Arrow Highway not required for street or highway purposes; and

WHEREAS, on December 7, 2020, the Planning Commission and City Council approved Resolution No. 20-3285 determining the requested entitlements, including Tentative Tract Map No. 20273, to be consistent with the adopted General Plan and the North Montclair Downtown Specific Plan (NMDSP); and

WHEREAS, on May 16, 2022, the City Council approved final Tract Map No. 20273 and authorized the recordation of the map with the Office of the San Bernardino County Recorder; and

WHEREAS, from and after the date of recordation of Resolution No 23-3408 at the San Bernardino County Recorder’s Office, that portion of Arrow Highway lying north of the 50-foot street half width as shown on Tract Map No. 20273 and as shown on Exhibit A will no longer constitute a public right-of-way of Arrow Highway street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby orders the vacation of that portion of Arrow Highway lying north of the 50-foot street half width as shown on Tract Map No. 20273 and as shown on Exhibit A, attached hereto, and the City Clerk shall cause a certified copy of this Resolution of vacation be recorded with the Office of the San Bernardino County Recorder.

APPROVED AND ADOPTED this XX day of XX, 2023.

Mayor

ATTEST:

City Clerk

I, Andrea M. Myrick, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 23-3408 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2023, and that it was adopted by the following vote, to-wit:

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

Andrea M. Myrick
City Clerk

TRACT NO. 20273

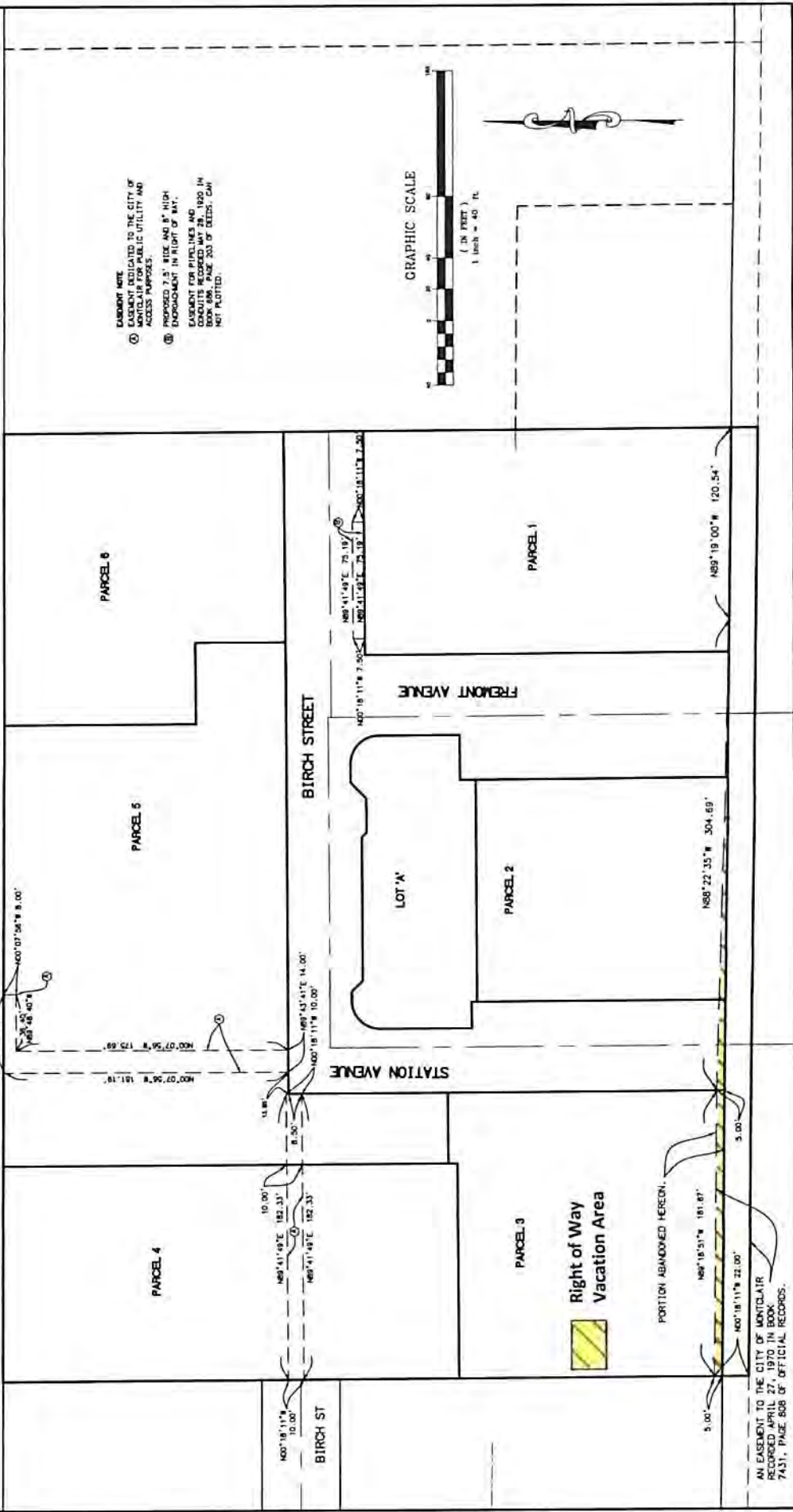
IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 107 AND THE WEST 2 ACRES OF LOT 108, OF COLLEGE HEIGHTS TRACT,
AS SHOWN BY MAP ON FILE IN BOOK 17, PAGES 77 AND 78 OF MAPS, RECORDS OF SAID COUNTY.

NUMBERED LOTS: 6
LETTERED LOTS:
TOTAL GROSS AREA IS: 6.679 ACRES
TOTAL NET AREA IS: 4.986 ACRES

COMMERCIAL DEVELOPMENT RESOURCES

MAY 2022

S.C.R.R.A. RAILROAD



EASEMENT NOTE

- ⓐ EASEMENT DEDICATED TO THE CITY OF MONTCLAIR FOR PUBLIC UTILITY AND ACCESS PURPOSES.
- ⓑ PROPOSED 7.5' WIDE AND 8" HIGH ENFORCEMENT IN RIGHT OF WAY. EASEMENT FOR PIPELINES AND CONDUITS RECORDED MAY 28, 1993 IN THE 203 OF DEEDS, GAT NOT PLATTED.



363/57

AN EASEMENT TO THE CITY OF MONTCLAIR RECORDED APRIL 27, 1977 IN BOOK 7431, PAGE 608 OF OFFICIAL RECORDS.

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS
COMMITTEE HELD ON THURSDAY, MARCH 16, 2023, AT 4 P.M. IN THE
THEATER CONFERENCE ROOM 9955 FREMONT AVENUE,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Chair Johnson called the meeting to order at 4:04 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Johnson (Chair); Council Member Martinez (Committee Member); City Manager Starr; Director of Community Development Diaz; Director of Public Works/City Engineer Heredia; Captain Reed; Engineering Division Manager Stanton, Project Manager Ortega

Absent: Executive Director of Public Safety/Police Chief Avels; Director of Economic Development Agency Fuentes

III. APPROVAL OF MINUTES

The Committee approved the minutes of the meetings of October 20, 2022, November 17, 2022, and February 16, 2023.

IV. PUBLIC COMMENT — None

V. PUBLIC WORKS DEPARTMENT UPDATES/ITEMS

A. OPERATIONS

1. MAINTENANCE ACTIVITIES

An Operations Activities Report for February 2023 was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS — None

B. FACILITIES

1. MAINTENANCE ACTIVITIES

A Facilities Activities Report for February 2023 was included with the agenda. There were no questions or issues with the report.

2. ADDITIONAL ITEMS — None

C. ENGINEERING DIVISION

1. Howard Street and Ramona Avenue Roundabout

Director of Public Works/City Engineer Heredia reported the project will be going to Council this Monday, March 20, 2023, to advertise the project for

construction. The consultant was able to fit the 80-foot diameter roundabout within the right-of-way. Pavers, flashing beacons, high-visible crosswalks with pavers, a monument sign and signage, along with a major storm drain system to address flooding at this location will be implemented as part of the project.

2. Parks and Recreation Master Plan

Director of Public Works/City Engineer Heredia reported a community workshop was held on Tuesday, March 14, 2023. There was additional feedback obtained. **KTU&A**, the consultant, analyzed all of the City's facilities. They determined where the City is lacking parks and how to augment the current facilities or add amenities.

The Draft Parks and Recreation Master Plan will be presented at the City Council Workshop on April 3, 2023. The adoption is projected to happen by May or June 2023.

3. Sunset Park Improvements

Director of Public Works/City Engineer Heredia displayed images of the proposed Sunset Park Improvements between Orchard Street and Kingsley Street. The illustrations depicted walking paths, a playground, a new monument sign, permeable pavers, exercise stations, additional fruit trees, picnic tables, and new restrooms. The theme will be mountains and rivers.

VI. POLICE DEPARTMENT UPDATE/ITEMS — None

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

Director of Community Development Diaz reported the completion of the building at Mission Boulevard and Monte Vista Avenue. The building will soon be ready for occupancy.

Additionally, he reported progress in remodeling the business center on the northeastern corner of Central Avenue and Palo Verde Street. The projected date of completion is May or June 2023.

VIII. CAPITAL PROJECT UPDATES

A. LOCAL PROJECTS

1. Reeder Ranch Park

Engineering Division Manager Stanton reported that the contract was awarded to PUB Construction on February 21, 2023. All the agreements, bonds, and insurance have been received from the contractor. City staff is now able to schedule a pre-construction meeting for March 30, 2023. City staff expects to issue the notice to proceed on April 14, 2023. The estimated completion date is March 29, 2024.

B. REGIONAL PROJECTS

1. I-10 Corridor Project

Director of Public Works/City Engineer Heredia reported, **Caltrans** continues with their work on Monte Vista Avenue with utility relocation. They are beginning to build a center median in the freeway.

Currently, Monte Vista Avenue under the freeway overpass is reduced to one lane in each direction during the day and closed at night.

On March 31, the Monte Vista Avenue off-ramp will be closed from 7 p.m. to 5 a.m.

On April 11, 2023, the Monte Vista Avenue westbound on and off-ramp will be reduced to one lane and have restricted turning lanes.

A ten-day closure is scheduled at both westbound on and off-ramps on Central Avenue from April 18, 2023, through April 28, 2023.

IX. COMMITTEE AND CITY MANAGER ITEMS

City Manager Starr reported that yesterday, **Congresswoman Norma Torres** presented the Police Department with an \$800,000 check for body-worn cameras.

City Manager Starr continued that earlier today, he and Director of Economic Development Agency Fuentes met with the City's federal legislative advocate and US Senator's Office representatives for this year's community program funding requests.

Three requests will be made:

- \$3.5 million for affordable housing to restore the homes and make them available to low-income members of the community.
- \$2.5 million for Transcenter improvements such as benches, trashcans, the installation of a bike storage center, and restoring canopies.
- \$4.5 million for the San Antonio Creek Trail improvements.

City Manager Starr is hopeful one of the three will be funded this year. The City has been able to obtain funding consistently for one of three requests the last two years.

City Manager Starr reported the status of the ongoing **Gold Line** funding issue. The **Metro Gold Line Foothill Extension Construction Authority (Construction Authority)** announced major construction of the **Gold Line** is near completion. From April 2023 through the end of 2024, the focus will be to complete the installation of the facility to operate the **Gold Line** and the construction of the stations in the four cities that will be receiving **Gold Line** service: Glendora, San Dimas, La Verne, and Pomona.

The previously estimated cost of funding to complete the **Gold Line** from Pomona to Montclair was \$798 million. The **Construction Authority** believes there will be a \$40 million surplus from the current project, reducing the amount sought by the City to around \$750 million.

City Manager Starr reported the **Construction Authority** has approached the **San Gabriel Valley Council of Governments (SGV COG)** to allocate funds from Los Angeles County's **Measure R** to the **Gold Line**. Four years ago, **SGV COG** agreed to

contribute \$125 million from **Measure R** for construction of the **Gold Line** from La Verne to Pomona. The **Construction Authority** is hopeful the **SGV COG** will do so again.

City Manager Starr noted while there are \$4 billion for transit-related projects in the state budget, the governor has decided to use the funds to balance the state's \$21 billion deficit. Legislative representatives have stated that they will work with the governor to try and hold on to \$2-3 billion to ensure some funding goes to the **Gold Line**. Considering the obstacles encountered to fund the **Gold Line** from Pomona to Montclair, City Manager Starr is hopeful the project will be completed by 2030.

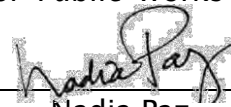
X. **ADJOURNMENT**

The Public Works Committee cancelled the next regularly scheduled meeting on Thursday, April 20, 2023, due to lack of a quorum.

At 4:28 p.m., Chair Johnson adjourned the meeting of the Public Works Committee.

The next meeting of the Public Works Committee is scheduled to be held at 4:00 p.m. on Thursday, May 18, 2023.

Submitted for Public Works Committee approval,



Nadia Paz

Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
MAY 15, 2023, AT 6:05 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 6:05 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Johnson, Council Member Ruh, City Manager Starr, and Assistant City Manager/Director of Human Services Richter

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of May 1, 2023.

Moved by Council Member Ruh, seconded by Mayor Pro Tem Johnson, and carried unanimously to approve the minutes of the Personnel Committee meeting on May 1, 2023.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION


At 6:06 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:28 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Johnson stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 6:28 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, MAY 15, 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 Ruh 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; Director of Community Development Diaz; Director of Public Works/City Engineer Heredia; Acting Police Chief Reed; City Attorney Robbins; City Clerk Myrick

Absent: Council Member/Director Lopez (excused)

V. PRESENTATIONS — None

VI. PUBLIC COMMENT

- **Ruby Long**, Field Representative for **San Bernardino County Fourth District Supervisor Curt Hagman**, announced several upcoming events hosted by the Supervisor's Office including a free document shredding event at Chino City Hall on Saturday, June 3, 2023, from 9:00 a.m. to noon, in partnership with the City of Chino; an Open House event on June 7, 2023, at the Chino Hills district office; and an Expungement and Job Fair event at Terminal 1 of the **Ontario International Airport** on June 15, 2023, from 10:00 a.m. to 2:00 p.m.
- **Marco Tule, Inland Empire Utilities Agency (IEUA) Board President**, stated the City's initial 50-year sewer treatment contract with IEUA has expired as of December 2022, despite the City and other contracting agencies negotiating for a successor agreement over the past seven years. He implored the City to agree to a new contract to guarantee sewer service for its residents and businesses over the next 50 years.
- **Bill Kaufman**, provided an update on his efforts in securing a location for a legal cannabis dispensary in Montclair. He stated his intent is to lease the upper level of the Shoe City property on Central Avenue and Moreno Street. He advocated for the City to allow commercial recreational cannabis businesses to operate and hopes his application for a business license will be accepted.
- **Carolyn Raft, West Valley Mosquito and Vector Control District Board Secretary and Montclair representative**, stated she will be sending an update from the Vector Control District to the Council via email and hopes mosquito numbers will keep going down.

VII. PUBLIC HEARINGS — None

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:	Approve the Consent Calendar as presented.
MADE BY: SECOND BY:	Council Member/Director Ruh Mayor Pro Tem/Vice Chair Johnson
AYES: NOES: ABSTAIN: ABSENT:	Martinez, Ruh, Johnson, Dutrey None None Lopez
RESULT:	Motion carried 4-0-1 (Lopez absent).

A. Approval of Minutes

1. Adjourned Meeting — May 1, 2023

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

2. Regular Joint Meeting — May 1, 2023

ACTION - Consent Calendar - Item A-2	
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 Receiving and Filing City Treasurer's Report - April 2023

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

2. Consider Approval of City Warrant Register and Payroll Documentation

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

3. Consider Receiving and Filing SA Treasurer's Report – April 2023

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

4. Consider Approval of SA Warrant Register – April 2023

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

5. Consider Receiving and Filing MHC Treasurer's Report – April 2023

ACTION – Consent Calendar – Item B-5	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

6. Consider Approval of MHC Warrant Register – April 2023

ACTION – Consent Calendar – Item B-6	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

7. Consider Receiving and Filing of MHA Treasurer's Report – April 2023

ACTION – Consent Calendar – Item B-7	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

8. Consider Approval of MHA Warrant Register – April 2023

ACTION – Consent Calendar – Item B-8	
ACTING:	Montclair Housing Authority Commissioners
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

9. Consider Authorizing the City to Opt-In to Additional Opioid Settlements and Permitting the City Manager to Sign Formal and Binding Documents on Behalf of the City Related to Participation in the Settlements

ACTION – Consent Calendar – Item B-9	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1

ACTION - Consent Calendar - Item B-9	
	(Lopez absent).

10. **Consider Declaring a 2006 Chevrolet Malibu as Surplus and Available for Parts or for Sale at Auction in Lieu of a 2015 Ford Interceptor Utility Vehicle Already Approved for Surplus in the Fiscal Year 2022-23 Budget**

ACTION - Consent Calendar - Item B-10	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

11. **Consider Authorizing the Purchase of Two Prefabricated Restroom Units for Sunset Park from Exeloo Corporation in the Total Amount of \$588,60**

Consider Authorizing \$590,000 from 2021 Lease Revenue Bond Proceeds for the Purchase of Two Exeloo Prefabricated Restroom Units to Support the Sunset Park Beautification Project

Consider Authorizing a \$1,400 Contingency for Miscellaneous Unforeseen Expenses

ACTION - Consent Calendar - Item B-11	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 (Lopez absent).

C. Agreements

1. **Consider Approval of Agreement No. 23-31 with L.D. King, Inc. to Provide Plan Check, Engineering, Design, and Land Surveying Services on an As-Needed Basis, 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).

2. **Consider Approval of Agreement No. 23-32 with Blais & Associates, Inc. for Grant Writing Services**

City Attorney Robbins commented that this agreement should be made subject to any changes made 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).

3. **Consider Approval of Agreement No. 23-33 with Omnitrans for Operation and Maintenance of the West Valley Connector Bus Rapid Transit Project**

Mayor Dutrey noted this project is slated to begin construction in 2024 and be completed in 2025. The buses will be electric.

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

D. Resolutions

1. **Consider Adoption of Resolution No. 23-3403 Approving Agreement No. 23-27, an Affordable Housing Agreement with the Montclair Housing Authority and the Montclair Housing Corporation; Authorizing the Transfer of 9814, 9875, and 9878 Monte Vista Avenue, Montclair, to the Montclair Housing Authority for use as Affordable Housing Units; and Declaring Such Real Property to be Exempt Surplus Land**

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

Consider Adoption of MHC Resolution No. 23-01 Approving Agreement No. 23-27, an Affordable Housing Agreement with the City of Montclair and the Montclair Housing Authority

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

Consider Adoption of MHA Resolution No. 23-01 Approving Agreement No. 23-27, an Affordable Housing Agreement with the City of Montclair and the Montclair Housing Corporation, and Accepting the Transfer of Certain Real Property from the City of Montclair

Consider Authorizing a \$75,000 Appropriation from the Housing Trust Fund for Rehabilitation of Certain Real Property

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

IX. PULLED CONSENT CALENDAR ITEMS — None

X. COMMUNICATIONS

A. Department Reports

1. **Public Works Department — Update on Alma Hofman Park Maintenance**

Public Works Director Heredia gave an update on the Splash Pad maintenance, noting the contractor is unable to finish the work until they obtain the necessary materials, which have been on back order for a long time and cannot be sourced elsewhere.

2. Human Services Department — Upcoming Events & Programs

Assistant City Manager/Director of Human Services Richter provided information on upcoming programs and events including the opening of Summer Day Camp registration and the racquet ball courts and weight room. The annual Memorial Day event will be held at 6:00 p.m. in the Memorial Garden on Monday, May 29th. The 9th Annual Country Jamboree will be taking place on Saturday, June 3rd, at Alma Hofman Park from noon to 6:00 p.m.

B. City Attorney — None

C. City Manager/Executive Director — None

D. Mayor/Chair

1. Announcement of Vacancies on Planning Commission (3)

Mayor Dutrey announced 3 vacancies on the Planning Commission. The deadline to apply is May 23rd at 5:30 p.m.

2. Mayor/Chair Dutrey announced that he attended the Reeder Ranch Park Groundbreaking Celebration several weeks ago, indicating construction is now underway. He attended the **Southern California Association of Governments (SCAG) 2023 Regional Conference & General Assembly** in Palm Desert as the voting delegate for **San Bernardino County Transportation Authority (SBCTA)**, at which issues that affect the City were discussed. He suggested the Preliminary Budget Review Workshop and Budget Adoption meetings be scheduled and asked Council Members to check their calendars for availability on tentative dates including June 22nd, 28th, and 29th.

E. Council Members/Directors

1. Council Member/Director Martinez commended the Bingo Bash event as being very successful. Everyone enjoyed the food, games and entertainment. She further congratulated Captain Reed on his appointment as Acting Police Chief.

2. Council Member/Director Ruh also congratulated Captain Reed on his appointment. He also expressed his appreciation for being able to attend the last City Council Meeting by Zoom, as he was away for a work commitment.

F. Committee Meeting Minutes

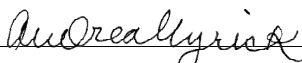
The following committee minutes were received and filed for informational purposes:

- 1. Personnel Committee – May 1, 2023

XI. ADJOURNMENT

At 7:33 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 Mrs. Betty Evans,
mother of City Attorney Robbins.*