

# CITY OF MONTCLAIR

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

### AGENDA

Monday, June 19, 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 19, 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](mailto:cityclerk@cityofmontclair.org) at least one hour before the meeting begins.*

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

## **AGENDA**

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

**II. INVOCATION**

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

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS — None**

**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 — June 5, 2023 [CC/SA/MHC/MHA/MCF] 47

B. Administrative Reports

- 1. Consider Receiving and Filing of Treasurer’s Report [CC] 4
- 2. Consider Approval of Warrant Register & Payroll Documentation [CC] 5
- 3. Consider Receiving and Filing of Treasurer’s Report [SA] 6
- 4. Consider Approval of Warrant Register [SA] 7
- 5. Consider Receiving and Filing of Treasurer’s Report [MHC] 8
- 6. Consider Approval of Warrant Register [MHC] 9
- 7. Consider Receiving and Filing of Treasurer’s Report [MHA] 10
- 8. Consider Approval of Warrant Register [MHA] 11
- 9. Consider Authorizing a \$1,050,000 Appropriation from the Redevelopment Project Area No. III Tax Allocation Bond Fund for Costs Related to the Construction of Arrow Highway and Fremont Avenue Improvement Project [CC]  
Consider Approving the Plans and Specifications and Authorizing Staff to Advertise for Bid Proposals for the Arrow Highway and Fremont Avenue Improvement Project [CC] 12
- 10. Consider Approval of the Payment for a One-Year Subscription Renewal of Zengine Application Software Through WizeHive, Inc. for the Montclair to College Program [MCF] 14

C. Agreements

- 1. Consider Approval of Agreement No. 23-37 with Econolite Systems for Traffic Signal Maintenance Services, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 16
- 2. Consider Approval of Agreement No. 23-40 with the San Bernardino County District Attorney’s Office, a Memorandum of Agreement to Conduct an Independent Review of All Officer-Involved Shootings, In-Custody Deaths, and Lethal Use of Force Encounters [CC]  
Consider Authorizing Acting Police Chief Jason Reed to Sign Agreement No. 23-40 [CC] 23
- 3. Consider Approval of Agreement No. 23-41 with Consolidated Fire Agencies of San Bernardino County (CONFIRE) for Continued Dispatch and Communication Services, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 29

D. Resolutions— None

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. COUNCIL/MHC WORKSHOP**

A. Fiscal Year 2023–24 Preliminary Budget Review [CC/MHC]

*(The City Council/MHC Board may consider continuing this item to an adjourned meeting on Thursday, June 22, 2023, at 6:00 p.m. in the City Council Chambers)*

**XI. COMMUNICATIONS**

A. Department Reports

1. Human Services — Upcoming Events and Programs

B. City Attorney

C. City Manager/Executive Director

D. Mayor/Chair

1. Notice of Cancellation of July 3, 2023 Regular Joint Meeting [CC/SA/MHC/MHA/MCF]

2. Notice of Special Meeting of the City Council and Montclair Housing Corporation Board on Thursday, June 29, 2023, at 6:00 p.m. in the City Council Chambers to Consider Adoption of the Fiscal Year 2023–24 City and MHC Budgets and Appointment of Planning Commissioners [CC/MHC]

E. Council Members/Directors

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

1. Personnel Committee Meeting — June 5, 2023 [CC]

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**XII. ADJOURNMENT**

*The regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board scheduled for Monday, July 3, 2023, has been cancelled due to a lack of quorum. The next regular joint meeting will be held on Monday, July 17, 2023, at 7:00 p.m.*

*Reports, backup materials, and additional materials related to any item on this Agenda distributed to the meeting bodies after publication of the Agenda packet are available for public inspection in the Office of the City Clerk between 7:00 a.m. and 6:00 p.m., Monday through Thursday. Please call the City Clerk's Office at (909) 625-9416 or send an e-mail to [cityclerk@cityofmontclair.org](mailto:cityclerk@cityofmontclair.org) to request documents via e-mail.*

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

*I, Andrea M. Myrick, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the City's website at <https://www.cityofmontclair.org/agendas/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, June 15, 2023.*



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 19, 2023	<b>FILE I.D.:</b>	FIN520
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	J. KULBECK
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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

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

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

**RECOMMENDATION:** Staff recommends the City Council receive and file the Treasurer's Report for the month ending May 31, 2023.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 19, 2023	<b>FILE I.D.:</b>	FIN540
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	FINANCE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	A. VONG/V. FLORES
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

**BACKGROUND:** Mayor Pro Tem Johnson has examined the Warrant Register dated June 19, 2023, and the Payroll Documentation dated May 7, 2023, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated June 19, 2023, totals \$1,230,263.94.

The Payroll Documentation dated May 7, 2023 totals \$751,784.36 gross, with \$532,785.07 net being the total cash disbursement.

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



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 19, 2023	<b>FILE I.D.:</b>	FIN510
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	SA
<b>ITEM NO.:</b>	3	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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

**BACKGROUND:** Included in the Successor Agency Board's agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending May 31, 2023.

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

**RECOMMENDATION:** Staff recommends the Successor Agency Board receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending May 31, 2023.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 19, 2023	<b>FILE I.D.:</b>	FIN530
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	SA
<b>ITEM NO.:</b>	4	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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

**BACKGROUND:** Vice Chair Johnson has examined the Successor to the Redevelopment Agency Warrant Register dated 05.01.23-05.31.23 in the amounts of \$6,359.37 for the Combined Operating Fund and \$0.00 for the Redevelopment Obligation Retirement Funds, and finds it to be in order.

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

**RECOMMENDATION:** Vice Chair Johnson recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending May 31, 2023.





# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 19, 2023	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	5	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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

**BACKGROUND:** Included in the Montclair Housing Corporation Board agenda packet is a copy of the Treasurer's Report for the period ending May 31, 2023.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending May 31, 2023.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 19, 2023	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHC
<b>ITEM NO.:</b>	6	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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

**BACKGROUND:** Vice Chair Johnson has examined the Warrant Register dated 05.01.23-05.31.23 in the amount of \$28,082.67 for the Montclair Housing Corporation and finds it to be in order.

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

**RECOMMENDATION:** Vice Chair Johnson recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending May 31, 2023.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 19, 2023	<b>FILE I.D.:</b>	FIN525
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	7	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

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

**BACKGROUND:** Included in the Montclair Housing Authority Commission's agenda packet is a copy of the Treasurer's Report for the period ending May 31, 2023.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Authority Commission receive and file the Treasurer's Report for the month ending May 31, 2023.



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 19, 2023	<b>FILE I.D.:</b>	FIN545
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MHA
<b>ITEM NO.:</b>	8	<b>PREPARER:</b>	C. RAMIREZ
<b>SUBJECT:</b>	CONSIDER APPROVAL OF WARRANT REGISTER		

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

**BACKGROUND:** Vice Chair Johnson has examined the Warrant Register dated 05.01.23-05.31.23 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

**RECOMMENDATION:** Vice Chair Johnson recommends the Montclair Housing Authority Commission approve the Warrant Register for the period ending May 31, 2023.



# CITY COUNCIL AGENDA REPORT

**DATE:** JUNE 19, 2023

**FILE I.D.:** STA919A

**SECTION:** CONSENT - ADMIN. REPORTS

**DEPT.:** PUBLIC WORKS

**ITEM NO.:** 9

**PREPARER:** R. HOERNING

**SUBJECT:** CONSIDER AUTHORIZING A \$1,050,000 APPROPRIATION FROM THE REDEVELOPMENT PROJECT AREA NO. III TAX ALLOCATION BOND FUND FOR COSTS RELATED TO THE CONSTRUCTION OF ARROW HIGHWAY AND FREMONT AVENUE IMPROVEMENT PROJECT

CONSIDER APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING STAFF TO ADVERTISE FOR BID PROPOSALS FOR THE ARROW HIGHWAY AND FREMONT AVENUE IMPROVEMENT PROJECT

**REASON FOR CONSIDERATION:** The City Council is requested to consider actions related to the construction of street, traffic signal upgrades, and storm drain improvements for Arrow Highway and Fremont Avenue. Approval of a non-budgeted appropriation, approval of plans and specifications, authorization to advertise for bid proposals, and the award of construction contracts are subject to City Council approval.

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

Arrow Highway is part of the North Montclair revitalization effort, which includes incorporating complete streets concepts and street beautification elements. In advance of the planned Arrow Highway street improvements, a number of underground utilities need to be constructed such as a new Edison circuit system, sewer main line capacity upgrades, and storm drain pipeline improvements, delaying the full Arrow Highway street improvements. These proposed street, traffic signal, and storm drain improvements are necessary in advance of the full Arrow Highway street improvements to coordinate with the Village Partners Development project that is currently under construction and located on the north side of Arrow Highway at its intersection with Fremont Avenue.

LD King, Inc. and AGA Engineering have prepared the plans and specification to request construction bid proposals for these improvements. The project work period is 65 working days. The required traffic signal poles are a long-lead item; as such, the project construction is broken into two work periods, with the later work segment being the completion of the traffic signal upgrades due to material delivery delay.

**FISCAL IMPACT:** The Arrow Highway and Fremont Avenue Improvements would be funded by the Redevelopment Project Area No. III Tax Allocation Bond Fund account 1251-0000-52260-400-19036. The estimated project cost is \$1,050,000. The cost to advertise for bids should not exceed \$2,500.

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

1. Authorize a \$1,050,000 appropriation from the Redevelopment Project Area No. III Tax Allocation Bond Fund for costs related to the construction of the Arrow Highway and Fremont Improvement Project; and
2. Approve the plans and specifications and authorize staff to advertise for bid proposals for the Arrow Highway and Fremont Avenue Improvement Project.

# Infrastructure Fund Capital Project Funding Information

Project Name: Arrow Hwy & Fremont Ave Improvement Project  
 Project Details: Storm Drain Extension & Street Improvements to coordinate with Village Partners Development

Preparation Date: June 15, 2023 Department: Public Works  
 Project No. (Assigned by Finance): 19036 Contact/Ext.: Rosemary Hoerning, x-446

Phase	Fiscal Years					Total	Fund/Program
	Prior Years	2019/2020	2020/2021	2021/2022	2022/2023		
Environmental							
Design				89,000.00		89,000.00	Successor Agency
KOA	481,200.00					481,200.00	Successor Agency
LD King & AGA					349,000.00	349,000.00	Successor Agency
RW Acquisition					14,000.00	14,000.00	Sewer
Construction					1,050,000.00	1,050,000.00	Successor Agency
<b>Total</b>	<b>481,200.00</b>	<b>0.00</b>	<b>0.00</b>	<b>89,000.00</b>	<b>1,413,000.00</b>	<b>1,983,200.00</b>	

**Approvals:** \_\_\_\_\_ Date: \_\_\_\_\_  
 Department: \_\_\_\_\_ By: \_\_\_\_\_  
 Finance By: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Council Date: June 19, 2023  
 Revision Number: \_\_\_\_\_

**Total Project Cost:** 1,983,200.00



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 19, 2023	<b>FILE I.D.:</b>	MCF175
<b>SECTION:</b>	CONSENT - ADMIN. REPORTS	<b>DEPT.:</b>	MCF
<b>ITEM NO.:</b>	10	<b>PREPARER:</b>	A. COLUNGA
<b>SUBJECT:</b>	CONSIDER APPROVAL OF THE PAYMENT FOR A ONE-YEAR SUBSCRIPTION RENEWAL OF ZENGINE APPLICATION SOFTWARE THROUGH WIZEHIVE, INC. FOR THE MONTCLAIR TO COLLEGE PROGRAM		

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**REASON FOR CONSIDERATION:** The Montclair Community Foundation (MCF) Board of Directors is requested to consider approval of the purchase of a one-year subscription renewal of Zengine application software through Wizehive, Inc. for the Montclair to College (MTC) program.

**BACKGROUND:** The Montclair City Council also serves as the MCF Board of Directors. The vision of MCF is to work collectively and collaboratively to strengthen services and enhance the quality of life for residents by promoting health, wellness and economic stability for all, including the most vulnerable in our community. The mission of MCF is to guarantee a quality community for all, by working together as diverse, committed individuals and organizations to make an impact that improves the overall well-being of the community.

A study completed by Kaiser Permanente's Community Health Needs Assessment demonstrated communities with lower educational attainment, specifically bachelor's degrees, also had a larger amount of negative health outcomes, including more poor mental health days, heart attack emergency room visits, higher obesity prevalence, more strokes, and higher smoking prevalence. Research has demonstrated college promise programs, like MTC, contribute to higher completion rates for students in college. Long-term evidence has shown education is an investment in reducing poverty and promoting economic mobility. In addition, college promise programs have been utilized as an evidenced-based mechanism for improving college access and affordability as a solution to excessive student loan debt in the United States.

Created in 1998, the Montclair to College program is one of the first college promise programs of its kind. Currently, through a collaboration with Chaffey Joint Union High School District and Chaffey College, MTC offers Montclair High School (MHS) students a unique opportunity for students to receive a full scholarship to Chaffey College. This MTC scholarship includes full tuition, books, parking, and other fees. Every Montclair High School (MHS) student that completes their MTC application in 12th grade, graduates without significant disciplinary action, has a minimum 2.0 grade point average (GPA), attends MHS all four years, and completes twenty hours of community service at a non-profit is eligible to receive the scholarship. MTC provides MHS students and their families with resources and support to navigate into higher education. Throughout the school year, MTC organizes multiple bilingual workshops and presentations on topics that help make the transition to college easier for parents and students. MTC workshop topics may include but are not limited to: financial aid, academic, career, deciding your path, student resources, and the Montclair to College transition. Workshops are open to all Montclair High School students and parents are welcome to attend.

At the MCF Board meeting on June 18, 2018, an agreement was approved for a subscription to the Zengine software through Wizehive, Inc. to provide a cloud application software for Montclair to College applicants. This online application system, the MTC portal, has allowed for streamlined communication with students and their families about their status in the program, outstanding requirements, and their eligibility to receive the scholarship at the end of their senior year at Montclair High School.

Through the utilization of the Zengine software, staff has created an online MTC portal. Any MHS student can begin their application throughout their time at MHS, and do not have to wait for their senior year. When creating an account in the MTC portal, students are required to enter a profile of basic information. At any time, MHS students can begin their application and enter their community service hours. This helps students to keep track of their community service hours to ensure they meet the twenty-hour minimum by the deadline in their senior year. Once a student enters their community service hours in the MTC portal, the system automatically emails their supervisor to verify the hours are correct, and it allows the student to submit a signed copy of their community service log electronically. If the supervisor wishes to approve the students' community service hours electronically, the supervisor can do so with a short online form. At the end of the 2022-2023 school year, 774 current MHS students have created profiles in the MTC portal.

In addition, the online portal has allowed for more efficient communication with MHS. City Staff are able to give MHS staff limited access to the portal to allow them to answer student questions about their application status. Through the back end of the MTC portal, it allows City Staff to send MHS staff a list of graduating applicants to review to verify their eligibility including their grade level, GPA, and four-year enrollment status.

After five successful school years of using the Zengine software, Staff recommends renewing the service for another year. At the initiation of the agreement, staff solicited three bids for cloud application service. Based on proposals and meetings with three companies, Human Services Department staff along with the Director of Information Technology recommended utilizing the Wizehive software. Staff recommends continuing with Wizehive, Inc. to allow for program continuity.

**FISCAL IMPACT:** Should the Montclair Community Foundation Board approve the payment for a one-year subscription renewal, MCF will pay Wizehive, Inc, \$7,717.50 for the software license agreement through grants and donations received for Montclair to College. The term of the subscription renewal is July 1, 2023, through June 30, 2024.

**RECOMMENDATION:** Staff recommends the Montclair Community Foundation Board approve the payment of a one-year subscription renewal of Zengine application software through Wizehive, Inc. for the Montclair to College Program.





# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 19, 2023	<b>FILE I.D.:</b>	TRC600
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	PUBLIC WORKS
<b>ITEM NO.:</b>	1	<b>PREPARER:</b>	S. STANTON
<b>SUBJECT:</b>	CONSIDER APPROVAL OF AGREEMENT NO. 23-37 WITH ECONOLITE SYSTEMS FOR TRAFFIC SIGNAL MAINTENANCE SERVICES, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

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**REASON FOR CONSIDERATION:** The City utilizes Econolite Systems for traffic signal maintenance. The City's prior agreement with Econolite, Agreement No. 22-61, expires on June 30, 2023. Both the City and Econolite Systems wish to enter into a new contract for a one-year term.

A copy of Proposed Agreement No. 23-37 with Econolite Systems for traffic signal maintenance services is attached for the City Council's review and consideration.

**BACKGROUND:** At its meeting on July 18, 2022, City Council approved Agreement No. 22-61 with Econolite Systems. The Public Works Department has been using Econolite's services for many years and has been very satisfied with their work. The institutional knowledge brought by the Econolite team provides unsurpassed value to the City's traffic signal system. Additionally, the rapport that has been built between Econolite Systems and the City's Traffic Engineering Consultant, Albert Grover & Associates, provides good traffic signal performance. A recent audit from the San Bernardino County Transportation Authority (SBCTA) resulted in a 96 percent reliability of Montclair's signals being in coordination for the efficient and safe traffic movement.

City staff went through a vetting process to make sure that Econolite is the best value for the City. The new agreement's rates are essentially the same as the prior contract. A rate increase of 2.25% has been proposed to absorb costs related to increases in prevailing wage rates. Accordingly, proposals from other firms were not sought since Econolite continues to be the best value for the City. Staff recommends using Econolite to provide traffic signal maintenance services since it is in the best interest of the City and within our purchasing guidelines.

**FISCAL IMPACT:** Under the terms of the proposed contract, the monthly preventative maintenance cost will be \$86.42 per intersection. The rates are shown in Exhibit A of Agreement No. 23-37. Since the amount of the proposed increases will vary based upon need and future scheduled maintenance, any adjustment necessary in the FY 2023-24 budget will be assessed during the Mid-Year Budget Review.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 23-37 with Econolite Systems for traffic signal maintenance services, subject to any revisions deemed necessary by the City Attorney.

**AMENDMENT TO AGREEMENT NO. 22-61**  
**WITH**  
**ECONOLITE SYSTEMS**  
**FOR**  
**TRAFFIC SIGNAL MAINTENANCE SERVICES**

This agreement is made and entered into this 1st day of July 2023, by and between the CITY OF MONTCLAIR, a municipal corporation hereinafter designated as "City," and ECONOLITE SYSTEMS, INC., a California corporation, hereinafter designated as "Contractor," and collectively designated as the "Parties."

**RECITALS**

**WHEREAS**, Parties have previously entered into Agreement No. 22-61 on July 1, 2022, for traffic signal maintenance services; and

**WHEREAS**, Agreement No. 22-61 included Exhibit A, which includes a rate schedule; and

**WHEREAS**, Parties desire to extend the agreement and amend the rate schedule; and

**WHEREAS**, Parties also desire to update the indemnification provisions of the agreement.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED** by and between City and Contractor to extend agreement for a one-year term expiring on June 30, 2024.

**BE IT FURTHER AGREED** by and between City and Contractor that Section 9 INDEMNIFICATION of the agreement be replaced with the following:

## 9. INDEMNIFICATION

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

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

(c) Subcontractors 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, Subconsultant

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

(d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid for the Indemnified Parties' benefit for any and all damage, fines or penalties, or loss or theft to the property of the City arising out of or related in any way to the negligent acts or omissions, or intentional misconduct or other Consultant conduct or activities and/or conduct or activities of Consultant's officers, agents, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.

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

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

**BE IT FURTHER AGREED** by and between City and Contractor that EXHIBIT A of Agreement No. 22-61 referencing COST OF SERVICES shall be replaced with EXHIBIT B of Agreement 23-37 and that that all other terms of Agreement No. 22-61 shall remain as set forth therein.

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

CITY OF MONTCLAIR, CALIFORNIA

ECONOLITE SYSTEMS, INC.

By: \_\_\_\_\_  
Tenice Johnson, Mayor Pro Tem

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

Attest: \_\_\_\_\_  
Andrea Myrick, City Clerk

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

Approved as to form:

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



EXHIBIT A  
**COST OF SERVICE 2022 / 2023**

Monthly Maintenance / Preventative Maintenance Check per Intersection 81.00

Description (Hourly Labor Rate)	Regular	Overtime	Double Time
Supervisor	113.82	N/A	N/A
Lead Technician	134.74	181.62	228.52
Technician	134.74	181.62	228.52
Lead Utility Technician	134.74	181.62	228.52
Utility Technician	134.74	181.62	228.52
Lab Technician	134.74	181.62	228.52
Laborer	137.25	181.62	228.52
Relamper	74.96	113.15	151.35

Description (Hourly Equipment Rate)	Regular	Overtime	Double Time
Technician Van	14.69	N/A	N/A
Bucket Truck to 36 feet	40.77	N/A	N/A
Utility Truck	40.77	N/A	N/A
Bucket Truck above 36 feet	61.58	N/A	N/A
Crane Truck	159.53	N/A	N/A
Arrow Board	17.73	N/A	N/A
Air Compressor w/ tools	26.59	N/A	N/A
Dump Truck	66.47	N/A	N/A

Materials	Regular	Overtime	Double Time
All	Cost Plus 20%	N/A	N/A

Miscellaneous	Regular	Overtime	Double Time
6-foot diameter loop and lead-in cable	592.81		

1250 N. Tustin Avenue ◊ Anaheim, California 92807 ◊ Ph: (714) 238-9277 ◊ Fax: (714) 630-1973

econolite.com ◊ feedback.econolite.com



**EXHIBIT B**

**City of Montclair Proposed Rates for 2023-2024 (Inclusive of 9.12% CPI)**

Monthly Maintenance / Preventative Maintenance Check per Intersection \$ 86.42

Description	Rates Per Hour		
	ST	OT	DT
<b>LABOR RATES</b>			
1 Supervisor	\$ 121.45	\$ -	\$ -
2 Lead Technician	\$ 143.77	\$ 193.79	\$243.82
3 Technician	\$ 143.77	\$ 193.79	\$243.82
4 Lead Utility Technician	\$ 143.77	\$ 193.79	\$243.82
5 Utility Technician	\$ 143.77	\$ 193.79	\$243.82
6 Lab Technician	\$ 143.77	\$ 193.79	\$243.82
7 Laborer	\$ 145.37	\$ 193.79	\$243.82
8 Relamper	\$ 79.98	\$ 120.62	\$181.49

<b>EQUIPMENT RATES</b>		
12 Technician Van	\$ 18.91	Hourly
13 Bucket Truck to 36 feet	\$ 65.71	Hourly
14 Utility Truck	\$ 43.50	Hourly
15 Bucket Truck above 36 feet	\$ 28.37	Hourly
16 Crane Truck	\$ 170.22	Hourly
17 Arrow Board	\$ 70.93	Hourly
18 Air Compressor w/ tools	\$ 43.50	Hourly
19 Dump Truck	\$ 15.67	Hourly

Materials  
All 20% Markup

Miscellaneous  
6-foot diameter loop and lead-in cable Passthrough invoice with 10% Administrative Markup



# CITY COUNCIL AGENDA REPORT

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<b>DATE:</b>	JUNE 14, 2023	<b>FILE I.D.:</b>	PDT261/PDT175
<b>SECTION:</b>	CONSENT - AGREEMENTS	<b>DEPT.:</b>	POLICE
<b>ITEM NO.:</b>	2	<b>PREPARER:</b>	J. REED

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 23-40 WITH THE SAN BERNARDINO COUNTY DISTRICT ATTORNEY'S OFFICE, A MEMORANDUM OF AGREEMENT TO CONDUCT AN INDEPENDENT REVIEW OF ALL OFFICER-INVOLVED SHOOTINGS, IN-CUSTODY DEATHS, AND LETHAL USE OF FORCE ENCOUNTERS

CONSIDER AUTHORIZING ACTING POLICE CHIEF JASON REED TO SIGN AGREEMENT NO. 23-40

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 23-40, a Memorandum of Agreement (MOA) between the San Bernardino County District Attorney's Office and Montclair Police Department (MPD) to conduct an independent review of all officer-involved shootings, in-custody deaths, and lethal use of force encounters, and to authorize Acting Police Chief Reed to sign the MOA.

**BACKGROUND:** In the event a Montclair Peace officer is involved in an officer-involved shooting, an in-custody death, or a lethal use of force encounter, multiple investigations are conducted into the incident by various internal and external agencies. These agencies include, but are not limited to, MPD Command Staff, the San Bernardino County Sheriff's Department, and the San Bernardino County District Attorney's Office. Other outside State and Federal agencies could also be involved depending on the circumstances inherent to each incident.

While MPD has an internally-established policy regarding the protocols and responsibilities of these types of incidents, it was determined in the past there was a need to develop a formal Memorandum of Agreement (MOA) with the San Bernardino County District Attorney's Office to establish guidelines for the criminal aspect of these types of investigations. The primary objective of the District Attorney's Office is to accurately, thoroughly, and objectively investigate, therefore reviewing all relevant evidence in these outlined cases. The review conducted by the District Attorney's Office will not consider issues with civil liability, and instead will only address whether the involved officer(s) committed any violation of criminal law.

The procedures to be followed as well as the focus of the District Attorney's response to these types of incidents is set out in this attached MOA. The MOA includes topics related to the separation of criminal investigations and administrative review by MPD, a description of qualifying incidents, definitions, District Attorney's Office Review procedures, processes for handling press releases, and an MOA expiration clause.

**FISCAL IMPACT:** If authorized by the City Council, proposed Agreement No. 23-40 would have no fiscal impact on the City's General Fund.

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

1. Approve Agreement No. 23-40 with the San Bernardino County District Attorney's Office, a Memorandum of Agreement to conduct an independent review of all officer-involved shootings, in-custody deaths, and lethal use of force encounters; and
2. Authorize Acting Police Chief Jason Reed to sign Agreement No. 23-40.



## **Memorandum of Agreement Law Enforcement Agencies Within San Bernardino County and San Bernardino County District Attorney's Office**

### **PREAMBLE**

When peace officers use deadly force, society expects that such force will occur only when prescribed by law. The public also has a right to expect that a complete and impartial examination of the circumstances will be conducted.

The San Bernardino County District Attorney's Office and participating local law enforcement agencies agree that the District Attorney's Office will conduct an independent review of all officer-involved shootings and other lethal uses of force by peace officers as prescribed within this document. The purpose of this agreement is to establish the expectations and conditions of the involvement of the District Attorney's Office in a full and fair review of such conduct.

Participation by the District Attorney's Office is premised on the understanding that the agencies investigating each incident will cooperate with the District Attorney's review in the manner described below. The District Attorney's Office will work with law enforcement personnel to ensure a fair and professional process that will serve the interests of justice, the community, the involved officers, those persons injured, and the families. The primary objective is to accurately, thoroughly, and objectively investigate and review all relevant evidence. The review conducted by the District Attorney's Office will not consider issues of civil liability. Instead, the District Attorney's Office will only address whether the involved officer(s) committed any violation of criminal law. The procedures to be followed, as well as the focus of the District Attorney's response, is set out in this agreement.

### **SEPARATION OF CRIMINAL INVESTIGATION AND ADMINISTRATIVE REVIEW**

During the course of an administrative review, the involved officer's employing agency is authorized by law to compel the officer to give statements about the incident (Public Safety Officers' Procedural Bill of Rights Act, Government Code sections 3300 et seq.). However, the law provides that such a compelled statement and any evidence derived from it, may be inadmissible in a criminal prosecution. Therefore, it is very important from the outset of an investigation to clearly separate the administrative review from the criminal investigation.

District Attorney's Office personnel shall not be present during any compelled interview, nor should they receive any information concerning the content of a compelled statement when making determination on an OIS criminal filing.

## QUALIFYING INCIDENTS

This agreement shall apply when any of the following incidents occur within San Bernardino County:

1. A peace officer, on-duty or off-duty, during the scope and course of employment, shoots a firearm and injures or kills a person.
2. A person dies while in the custody or control of a peace officer or agency and force was used by a peace officer.
3. Any other lethal force encounters not listed above, if submitting agency requests it and if the District Attorney or the Assistant District Attorney of Criminal Operations approves it.

This agreement will apply to peace officers employed by an agency outside San Bernardino County if the incident occurs within San Bernardino County. This agreement will not apply when peace officers from the San Bernardino County are involved in incidents that occur outside of San Bernardino County.

## DEFINITIONS

"Incident" - All peace officer involved shootings that result in injury or death and other deaths while in the custody or control of a peace officer or agency where force was used by a peace officer.

"Jurisdictional agency" - The law enforcement agency with primary law enforcement jurisdiction over the area where the incident occurred.

"Officers involved" - Peace officers who have fired their weapons resulting in injury or death or used force and an individual died while in custody or control of the officer or agency.

"Employing agency" - The agency which employs the peace officer involved.

"Primary investigating agency" -The jurisdictional agency, unless another agency has agreed to conduct the primary investigation of the incident at the request of the jurisdictional agency. (In situations where the agency employing the officer involved is different from the jurisdictional agency, it is understood the employing agency may conduct a concurrent investigation of the incident.)

## NOTIFICATION TO THE DISTRICT ATTORNEY'S OFFICE

It shall be the responsibility of the jurisdictional agency to notify the District Attorney's Office as soon as practicable after the area has been secured to the extent there no longer appears to be an immediate threat to safety and emergency aid has been initiated. The verbal notification should contain a brief summary of facts at the time, including the location of the incident, command post location, and any safety concerns. The jurisdictional agency shall maintain responsibility for contacting the District Attorney's Office even when it is not the primary investigating agency.

It shall be the responsibility of the District Attorney's Office to provide updated contact information to the participating agencies.

## DISTRICT ATTORNEY RESPONSE TO THE SCENE AND WITNESS INTERVIEWS

Upon notification, a Deputy District Attorney (ODA) and a District Attorney Investigator (DAI) will respond to the scene of the incident or will advise the jurisdictional agency that they will not be responding. More than one DAI and more than one DOA may respond to the incident based upon the circumstances. Upon arrival, District Attorney's Office personnel will contact the case agent to be briefed at the initial briefing for all stakeholders. District Attorney's Office personnel will be permitted access to the incident scene for a "walk through" to the extent possible without contaminating evidence or otherwise disturbing the scene. District Attorney's Office personnel will be available as a resource to the primary investigating agency at the scene of the incident and during interviews.

District Attorney's Office personnel may observe the interview of witnesses and may participate in the interview of witnesses, if deemed necessary and if mutually agreed upon by the primary investigating agency and the members of the District Attorney's Office. A DAI may attend the autopsy of any decedent involved in a fatal incident.

The District Attorney desires to ensure public confidence in the integrity of the investigation. As such, following any initial public safety statement by the involved officers to responding supervisors of the jurisdictional agency, the involved officers will not discuss the incident with other persons, or among themselves, before being interviewed by the investigators responsible for the primary investigation. This is not meant to address such contact or discussion with others as may be required or appropriate under Government Code Section 3303 or any other applicable law.

## DISTRICT ATTORNEY'S REVIEW

Within 30 days of the completion of the investigation of an incident, the primary investigating agency shall provide copies of all investigative reports, witness statements, recordings, photographs, diagrams, and all other relevant documents to the District Attorney's Office unless there is cause for delay. The primary investigating agency shall make all items of evidence available for inspection. The District Attorney's Office may request the primary investigating agency conduct a supplemental investigation of any incident or the District Attorney's Office may conduct additional investigation using District Attorney's Office personnel if the agency declines to conduct such additional investigation. Notice of requests for follow-up investigation shall be made by the DOA to the case agent in writing and verbally if no response is received to the written notification. If the DAI does any investigation as outlined in this agreement, the DAI shall provide a report to the case agent as soon as possible.

The District Attorney's Office shall conduct an independent assessment of the circumstances surrounding the incident as defined in this document and shall issue written findings within 90 days of receipt of all necessary reports and materials unless there is cause for delay. Such findings will be sent to the investigating agency and the agency of the involved officer(s).

## NEWS RELEASES

Release of information to the public regarding the incident being investigated, including a news release, should be made by the primary investigating agency if they choose to do so. Such release of information should be coordinated with other involved agencies prior to releasing the information. Any deviation should first be agreed upon by the involved agencies. Inquiries regarding the incident should be forwarded to the primary investigating agency.

News releases regarding the District Attorney's findings at the conclusion of the investigation and review shall be made by the District Attorney's Office as allowed by law and in coordination with all law enforcement agencies involved in the investigation.

## EXPIRATION CLAUSE

This agreement will expire June 1, 2026, unless the involved parties agree to renew.

Reviewed and adopted by the following San Bernardino County law enforcement agencies on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jason Anderson  
San Bernardino County District Attorney

\_\_\_\_\_  
Shannon D. Dicus  
San Bernardino County Sheriff's Dept.

\_\_\_\_\_  
Andrew Espinoza Jr.  
Barstow Police Department

\_\_\_\_\_  
Daniel Minor  
California Highway Patrol

\_\_\_\_\_  
Wesley Simmons  
Chino Police Department

\_\_\_\_\_  
Henry Dominguez  
Colton Police Department

\_\_\_\_\_  
Michael Dorsey  
Fontana Police Department

\_\_\_\_\_  
Jason Reed  
Montclair Police Department

\_\_\_\_\_  
Michael Lorenz  
Ontario Police Department

\_\_\_\_\_  
Rachel Tolber  
Redlands Police Department

\_\_\_\_\_  
Tracy Reece  
San Bernardino County Probation Dept.

\_\_\_\_\_  
Darren Goodman  
San Bernardino Police Department

\_\_\_\_\_  
Mark Kling  
Rialto Police Department

\_\_\_\_\_  
Marcelo Blanco  
Upland Police Department



# CITY COUNCIL AGENDA REPORT

**DATE:** JUNE 19, 2023

**FILE I.D.:** FRD057

**SECTION:** CONSENT - AGREEMENTS

**DEPT.:** FIRE

**ITEM NO.:** 3

**PREPARER:** D. POHL

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 23-41 WITH CONSOLIDATED FIRE AGENCIES OF SAN BERNARDINO COUNTY (CONFIRE) FOR CONTINUED DISPATCH AND COMMUNICATION SERVICES, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 23-41 with Consolidated Fire Agencies of San Bernardino County (CONFIRE) for continued dispatch and communication services, subject to any revisions deemed necessary by the City Attorney. A copy of proposed Agreement No. 23-41 is attached for the City Council's review and consideration.

**BACKGROUND:** CONFIRE currently provides dispatch and communication services for the Fire Department under Agreement No. 22-60, which will end on June 30, 2023. Proposed Agreement No. 23-41 would cover Fiscal Year 2023-24.

CONFIRE is a multiagency fire, emergency medical service, and local government dispatch center located at the southwest end of Rialto Municipal Airport adjacent to the County Emergency Operations Center. CONFIRE's primary mission is to provide direct fire/EMS dispatch service 24 hours a day, seven days a week for the CONFIRE Joint Powers Authority as well as contracting fire agencies.

CONFIRE utilizes state-of-the-art computer systems running TriTech CAD with ProQA for emergency medical dispatching, Automatic Vehicle Location (AVL) software, integrated telephone systems running VESTA, and radio systems consisting of VHF and Motorola 800 MHz trunked Smartnet Systems. One of the main advantages provided by contracting with CONFIRE is the use of AVL software, which allows dispatchers to know where fire units are located in real time via a satellite surveillance system. This system allows for the closest fire unit available to be dispatched to an emergency regardless of jurisdictional geography. Proposed Agreement No. 23-41 includes the annual maintenance fees of the WestNet First-In Fire Station Alerting System. CONFIRE has a bulk agreement with WestNet for supported agencies to receive group pricing—this cost has been included in the proposed Agreement with CONFIRE.

Contracting with CONFIRE continues to be the most prudent and cost effective option for fire and EMS dispatch and communication services.

**FISCAL IMPACT:** Approval of Agreement No. 23-41 would result in a net cost of \$277,702 for Fiscal Year 2023-24, which is included in the proposed Fiscal Year 2023-24 Budget in Program 4533 — Emergency Services, Emergency Communication Services. The cost of service for each contracting agency is based on each contracting agency's call volume for the prior calendar year, as well as costs associated with equipment replacement, technology support, and administration.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 23-41 with CONFIRE for continued dispatch and communication services, subject to any revisions deemed necessary by the City Attorney.



DISPATCHING COST FOR SERVICES FOR FY 2023-24  
CITY OF MONTCLAIR FIRE DEPARTMENT

The Exhibit is subject to renewal yearly during the term of the Contract.

- A. Operating Costs:  
The operating costs for services provided will be delivered to the Contracting Agency prior during Fiscal Year 2023/24. These costs will include the Contracting Agency's share of the Admin/Dispatch Costs (100-400), Information Services Costs (600), and Equipment Reserve (5009) as established by the Contracting Agencies share of total calls for service per the agreement between CONFIRE and the Contracting Agency.

<b>Agency % of 2022 Call Volume (share)</b>	<b>1.89%</b>
<b>Operating Costs for 2023-24</b>	<b>\$264,320.00</b>



- B. Contract Fee (5% of \$267,634 Operating Costs):  
Per Exhibit B (Compensation) Section B.1 of agreement. **\$13,382.00**

<b>Total Costs July 1, 2023 thru June 30, 2024</b>	<b>\$277,702.00</b>
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- C. Payments shall be made in quarterly installments of **\$69,425.42**

- D. Payment shall be made within thirty (30) days of the issuance of the invoice

No other costs for services are due to CONFIRE JPA pursuant to this dispatch contract except for telephone services charges under paragraph B.3 of Exhibit B in the contract.

 _____ CONFIRE Representative	Nathan Cooke (Interim Director)	 _____ Date
--	---------------------------------	--

_____ City of Montclair Representative	Tenice Johnson (Mayor Pro Tem)	_____ Date
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**CONSOLIDATED FIRE AGENCIES  
CONTRACTING AGENCY AGREEMENT  
(City of Montclair)**

This Agreement (“Agreement”) is by and between the Consolidated Fire Agencies (“CONFIRE”), a joint powers authority duly authorized and existing under Government Code, § 6500 et seq., and the City of Montclair (“Contracting Agency”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. CONFIRE and Contracting Agency may be individually referred to as a “Party” and collectively as the “Parties.”

**1. EXHIBITS**

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: Effective Date and Term
- Exhibit D: General Terms and Conditions
- Exhibit E: HIPAA Business Associate Agreement
  - Appendix 1 to Exhibit E: General Terms and Conditions to HIPAA Business Associate Agreement

**2. INDEPENDENT CONTRACTOR**

- a. CONFIRE, in the performance of this Agreement, is and shall act as an independent contractor.
- b. Neither Contracting Agency, nor any of Contracting Agency’s employees, shall be considered officers, employees, agents, partner, or joint venture of CONFIRE; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of CONFIRE.
- c. Neither CONFIRE nor any of CONFIRE’s employees shall be considered officers, employees, agents, partner, or joint venture of Contracting Agency; nor shall such persons be entitled to benefits of any kind or nature normally provided to employees of Contracting Agency.



**3. SCOPE OF SERVICES**

CONFIRE shall furnish to the Contracting Agency the services described in Exhibit A (“Services”).

**4. COMPENSATION**

CONFIRE shall receive payment, for Services rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”).

**5. EFFECTIVE DATE AND TERM**

The Effective Date and Term are set forth in Exhibit C.

**6. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions are set forth in Exhibit D.

**7. NOTICE**

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To CONFIRE:

Consolidated Fire Agencies  
Attn: Nathan Cooke,  
Interim Communications Director  
1743 Miro Way  
Rialto, CA 92376

To Contracting Agency:

City of Montclair  
Attn: Robert Avels, Police Chief  
5111 Benito St, Montclair, CA 91763

**8. HIPPA BUSINESS ASSOCIATE AGREEMENT**

The “Business Associate Agreement by and between Contracting Agency and CONFIRE” is set forth in Exhibit E.

The Parties have executed this Agreement on the dates indicated below.

**Consolidated Fire Agencies**

**City of Montclair**

Date: May 30, 2023

Date: \_\_\_\_\_, 2023

By: 

By: \_\_\_\_\_

Print Name: Nathan Cooke

Print Name: Tenice Johnson

Its: Interim Director

Its: Mayor Pro Tem

**EXHIBIT A  
to CONTRACTING AGENCY AGREEMENT**

**SCOPE OF SERVICES**

1. CONFIRE shall provide the following services to the Contracting Agency (“Services”):
  - a. Utilizing Contracting Agency’s primary public safety answering point or other authorized reporting mechanism, answering emergency telephone calls from the public.
    - (1) In connection with emergency medical calls, CONFIRE shall utilize an accredited Emergency Medical Dispatch (EMD) protocol.
  - b. Providing emergency fire, rescue, and ambulance dispatch services to Contracting Agency on a twenty-four (24) hours per day basis, seven (7) days a week.
  - c. Upon receiving an emergency call, alerting Contracting Agency’s appropriate station, personnel, and equipment, identifying the appropriate equipment.
    - (1) The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, Alternative Paging Methodologies (Mobile and App based), and an IP-based data stream delivered over a circuit that must be received and broadcast in stations by Contracting Agency-owned equipment.
  - d. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining audio recordings of all requests for emergency service and the primary radio traffic associated with the emergency incident.
    - (1) CONFIRE may record radio traffic as well and may retain such recordings for a duration equal to that for which CONFIRE generally stores such records.
  - e. Recording and, for a duration equal to that for which CONFIRE generally stores such records, maintaining incident records stored in CONFIRE’s computer aided dispatch system, which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
  - f. As deemed appropriate by CONFIRE, providing trained and certified staff, supervision, and management personnel to support the services CONFIRE provides.
  - g. Providing, on an ongoing basis, Geofile maintenance services for the purpose of maintaining the accuracy of the geographic information in the computer-aided dispatch system.

- (1) This may include updating the Street Network, modifying response areas and various overlays (ambulance, mutual threat areas etc), and providing other Geofile services necessary to the dispatch services described above.
  - h. Making available to the Contracting Agency the Agency Fire Response Map.
    - (1) This is an electronic map of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map references (pages) will be the only map referenced in the dispatching process.
    - (2) CONFIRE will make these electronic maps available to agencies through electronic means.
    - (3) Agencies may print maps and created hard copy map books at their own expense.
  - i. Providing Contracting Agency use and access to the following software programs:
    - (1) Pulse Point.
    - (2) Firstwatch (includes FOAM and First Pass modules)
  - j. Providing all equipment and support reasonably necessary for CONFIRE to deliver the services described in 1.a. through 1.i. above.
2. Should Contracting Agency desire additional (optional) services from CONFIRE, and should CONFIRE agree to provide such services, the Parties must execute an amendment to this Agreement incorporating those services into the Services as "Additional Services" and setting forth the additional compensation to be paid for the added services.
3. Examples of Additional Services might include:
  - a. Telestaff (Kronos).
  - b. Tablet Command.
  - c. WestNet Station Alerting
4. In receiving the Services, Contracting Agency shall do the following:
  - a. To the extent that such policies and procedures are not inconsistent with the policies and procedures of Contracting Agency, Contracting Agency shall comply with the policies and procedures of CONFIRE.
    - (1) The policies and procedures of CONFIRE include, by way of illustration and not by limitation, all information technology security policies applicable to the Services.

- (2) CONFIRE shall provide Contracting Agency access to CONFIRE's existing policies and procedures upon execution of this Agreement and any updates as they are updated.
  - b. Comply with the latest technology directives issued by CONFIRE.
    - (1) The directives include, by way of illustration and not by limitation, the directive mandating the installation of a CONFIRE-approved modem on all response vehicles for the provision of Automated Vehicle Location (AVL) services.
  - c. Acquire and maintain station alerting equipment which meets adopted CONFIRE standards and specifications.
  - d. Maintain all CONFIRE owned equipment according to the specifications and requirements of CONFIRE.
  - e. Maintain all radio and pager frequencies as required by CONFIRE.
5. The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups shall terminate upon termination of this Agreement. The intent of the Parties is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.

**EXHIBIT B  
to CONTRACTING AGENCY AGREEMENT**

**COMPENSATION**

Compensation to be paid as follows:

**A. FEES FOR SERVICES:**

1. In exchange for the Services set forth in Exhibit A, paragraph 1, Contracting Agency shall pay CONFIRE a sum identified by CONFIRE through its annual budget process, which shall be limited to Contracting Agency's proportionate share of CONFIRE's projected operating costs. CONFIRE has provided written notice of this sum to Contracting Agency (**Attachment A**).
  - a. Contracting Agency's proportionate share of CONFIRE's projected operating costs shall be computed as follows:
    - (1) All incidents dispatched by CONFIRE for Contracting Agency during the preceding calendar year; divided by
    - (2) All incidents dispatched by CONFIRE during the preceding calendar year; results in
    - (3) Contracting Agency's percentage of the total number of incidents dispatched.
  - b. This formula does not include direct costs incurred for ISD radio billing pass-through (optional service) or other 'seat' or inventory-based items such as software licenses, voice and data circuit charges, cellular device charges etc. These costs, including support costs, are passed through to each agency and are not subject to the cost per call formula.
2. Invoices are issued on a quarterly basis.
3. Payment is due within thirty (30) days upon receipt of the invoice.

**B. ADDITIONAL FEES:**

1. Contracting Agency shall also pay an annual premium.
  - a. This premium shall be paid annually and shall be five percent (5%) of Contracting Agency's annual fee for services (see Paragraph A.1. above).
  - b. Dollars paid pursuant to this provision shall:
    - (1) Be collected for and held in CONFIRE's Term Benefit Reserve Fund (5011).

- (2) Be available to the Contracting Agency for use to offset membership costs should the Contracting Agency seek such status.
    - (3) If not used to offset membership costs, remain in this fund for use by CONFIRE as deemed appropriate.
  - c. This annual premium will be assessed and paid, in the first quarter of each fiscal year. The amount will be included in the annual written notice referenced in Section A.1 of Exhibit B.
2. In the event that CONFIRE agrees to provide Contracting Agency with Additional Services, Contracting Agency shall pay CONFIRE for those Additional Services at the rate agreed by the Parties.
3. Contracting Agency shall pay directly to the appropriate telephone company(ies) all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to CONFIRE. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
4. Contracting Agency shall pay CONFIRE the equipment replacement costs assessed by CONFIRE for damage to CONFIRE issued equipment caused by Contracting Agency's use or misuse of said CONFIRE issued equipment, which shall be added to Contracting Agency's payment set forth in Section A of this Exhibit B.
5. In the event that CONFIRE incurs additional costs or expenses as a result of Contracting Agency's delay or failure in complying with the terms and conditions of this Agreement, Contracting Agency shall pay CONFIRE the amount of CONFIRE's additional costs or expenses so resulting.
6. In the event of temporary complete disruption of service by CONFIRE, Contracting Agency has the right to assume dispatch functions at its discretion. As used herein, "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE, including all backup methods, systems and protocols have become unavailable.

**EXHIBIT C**  
**to CONTRACTING AGENCY AGREEMENT**

**EFFECTIVE DATE AND TERM**

1. This Agreement is effective on July 1, 2023 (“Effective Date”).
2. Unless terminated or otherwise cancelled in accordance with this Agreement, the term of this Agreement shall be: (i) from the Effective Date through (ii) June 30, 2024 (the “Term”).
3. At any time during the term of this agreement the Contracting Agency may submit to CONFIRE (in accordance with CONFIRE policies and regulations) an application to become a party to the CONFIRE Joint Powers Agreement.
4. Upon admission as a member of CONFIRE, the provisions of the CONFIRE Joint Powers Agreement and any bylaws, policies, or other instruments promulgated thereunder will govern the relationship between the parties of that CONFIRE Joint Powers Agreement and this Agreement will terminate.



**EXHIBIT D**  
**to CONTRACTING AGENCY AGREEMENT**

**GENERAL TERMS AND CONDITIONS**

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
2. **ASSIGNMENT AND SUCCESSORS.** Neither Party shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
3. **SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
4. **FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
5. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement shall be the County of San Bernardino.
6. **ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
7. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both Contracting Agency and CONFIRE.
8. **MODIFICATION.** This Agreement may be amended at any time by the written agreement of CONFIRE and Contracting Agency.
9. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
10. **AUTHORITY.** The individual executing this Agreement on behalf of Contracting Agency warrants that he/she is authorized to execute the Agreement on behalf of Contracting Agency and that Contracting Agency will be bound by the terms and conditions contained herein.
11. **HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

12. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

13. **INDEMNIFICATION.**

- A. **By CONFIRE.** CONFIRE shall indemnify, defend and hold harmless Contracting Agency, and all of its employees, officials, and agents ("Contracting Agency Parties"), from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of CONFIRE'S officers, agents, volunteers or employees ("CONFIRE's Parties") arising out of, or in any way attributable to, the performance of this Agreement. CONFIRE shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. CONFIRE's obligation to defend the Contracting Agency Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.
- B. **By Contracting Agency.** Contracting Agency shall indemnify, defend and hold harmless CONFIRE Parties from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, arising from the negligent or wrongful acts or omissions of Contracting Agency Parties arising out of, or in any way attributable to the performance of this Agreement. Contracting Agency shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act or civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control. Contracting Agency's obligation to defend CONFIRE Parties is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and/or costs.

14. **INSURANCE.**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage (or participate in a public agency risk pool for such amount) and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO "occurrence" form CG 00 01 or equivalent and to provide a certificate of insurance and additional insured endorsement. Commercial general liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.
- B. Each Party shall carry 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.
- C. Each Party shall carry Automobile Liability Insurance (or participate in a public agency risk pool for such amount) with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the equivalent with minimum limits of \$1,000,000 each accident.

**EXHIBIT E**  
**to CONTRACTING AGENCY AGREEMENT**

**BUSINESS ASSOCIATE AGREEMENT**  
**BY AND BETWEEN**  
**CONTRACTING AGENCY AND CONFIRE**

This Business Associate Agreement (“BAA”) is entered into by and between Consolidated Fire Agencies (“Business Associate”), a California joint powers authority existing pursuant to Gov. Code, § 6500 et seq., and the City of Montclair (“Covered Entity”), a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. Business Associate and Covered Entity may be collectively referred to as the “Parties” or individually as a “Party.”

**RECITALS**

Covered Entity is contracting with Business Associate for the performance of certain services (“Services”), as set forth in the Agreement to which this BAA is attached as Exhibit E;

Covered Entity is a covered entity as defined in 45 C.F.R. § 160.103;

Business Associate is a business associate, as defined in 45 C.F.R. § 160.103, of Covered Entity;

45 C.F.R. § 164.504 requires that covered entities enter into agreements with their business associates that satisfy the requirements of 45 C.F.R. § 164.504(e)(2); and

Business Associate and Covered Entity are both governmental entities for the purposes of 45 C.F.R. § 164.504 (e)(3)(i).

**AGREEMENT**

**1. General Terms and Conditions**

The General Terms and Conditions to this BAA are set forth in Appendix 1.

The Parties have executed this Agreement on the dates indicated below. The last of the two dates shall be the “Effective Date” of this BAA.

**Consolidated Fire Agencies**

**City of Montclair**

Date: May 30, 2023

Date: \_\_\_\_\_, 2023

By: 

By: \_\_\_\_\_

Print Name: Nathan Cooke

Print Name: Tenice Johnson

Its: Interim Communications Director

Its: Mayor Pro Tem

**APPENDIX 1 TO EXHIBIT E  
to CONTRACTING AGENCY AGREEMENT**

**General Terms and Conditions to Business Associate Agreement**

**I. DEFINITIONS.**

- a. **Generally.** Capitalized terms used within the BAA without definition, including within this Appendix 1, shall have the meanings ascribed to them in the Health Insurance Portability and Accountability Act and 45 C.F.R. Part 160 and 164 (“HIPAA and HIPAA Regulations”), and the Health Information Technology for Economic and Clinical Health Act and 45 C.F.R. Part 170 (“HITECH Act and Regulations”), as applicable, unless otherwise defined herein. HIPAA and HIPAA Regulations and HITECH Act and Regulations are collectively referred to herein as “Applicable Law”.
- b. **Catch-all Definition.** The following terms used in this BAA shall have the same meaning as those terms in the HIPAA and HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

Business Associate agrees to:

- a. Not use or disclose Protected Health Information other than as permitted or required by this BAA, the Agreement, or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA;
- c. Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive,

maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

- e. Make available Protected Health Information in a Designated Record Set to Covered Entity or to an individual whose Protected Health Information is maintained by Business Associate, or the individual’s designee, and document and retain the documentation required by 45 CFR 164.530(j), as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;
- f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;
- h. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining Business Associate’s or Covered Entity’s compliance with HIPAA and HIPAA Regulations.

**III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

- a. Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Agreement(s).
- b. Business Associate may Use or Disclose Protected Health Information as required by law.
- c. Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity’s Minimum Necessary policies and procedures.

- d. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

**IV. PERMISSIBLE REQUESTS BY COVERED ENTITY.**

- a. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

**V. TERM AND TERMINATION.**

- a. Term. This BAA is effective as of the Effective Date and will continue in force until terminated.
- b. Termination for Convenience. Either Party may terminate this BAA at any time, for any reason or for no reason, by giving the other Party at least thirty (30) days' prior written notice.
- c. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
  - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;
  - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

- iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions which applied prior to termination; and
- v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

**VI. MISCELLANEOUS.**

- a. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Applicable Law. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
- b. Public Access and Ownership of Records. Covered Entity is a local agency subject to the Public Records Act, Government Code § 6250 et seq. ("PRA"). In the event that Business Associate receives a request for records prepared, owned, used, or retained by Covered Entity or for records prepared, owned, used, or retained by Business Associate in the course and scope of providing the services for Covered Entity described in the Agreement as amended from time to time ("PRA Request"), Business Associate shall promptly forward a copy of the PRA Request to Covered Entity for fulfillment by the Covered Entity. Business Associate understands and agrees that all records produced under the Agreement as amended from time to time are hereby the property of Covered Entity and cannot be used without Covered Entity's express written permission. Covered Entity shall have all right, title and interest in said records, including the right to secure and

maintain the copyright, trademark and/or patent of said records in the name of the Covered Entity.

- c. Minimum Necessary. To the extent required by the HITECH Act and Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes “minimum necessary” for purposes of the Applicable Law, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
- d. State Privacy Laws. Business Associate shall comply with California laws to the extent that such state privacy laws are not preempted by Applicable Law.
- e. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Effect on Underlying Arrangement. In the event of any conflict between this BAA and any underlying arrangement between

Covered Entity and Business Associate, including the Agreements as amended from time to time, the terms of the BAA shall control with respect to Protected Health Information.

- g. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with Applicable Law. The Parties agree that any ambiguity in the BAA shall be resolved in favor of a meaning that complies and is consistent with the Applicable Law.
- h. Governing Law. This BAA shall be construed in accordance with the laws of the State of California.
- i. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this BAA shall be deemed to be inserted herein and this BAA shall be read and enforced as though it were included therein.
- j. Severability. In the event that any provision of this BAA shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this BAA shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this BAA.

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
JUNE 5, 2023, AT 6:10 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Johnson called the meeting to order at 6:10 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 15, 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 15, 2023.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**


At 6:11 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 6:25 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 6:25 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, JUNE 5, 2023, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

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I. CALL TO ORDER

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

II. INVOCATION

**Montclair Police Chaplain/Pastor Josh Matlock, Bethany Baptist Church,** gave the invocation.

III. PLEDGE OF ALLEGIANCE

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

IV. ROLL CALL

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

V. PRESENTATIONS

A. Metropolitan Water District Water Conservation Presentation

**Luis Cetina, Metropolitan Water District,** gave a PowerPoint presentation titled *Supply: Conditions, Concerns and Developments*, which gave an update on the water supply in the state of California.

B. Police Department Medal of Valor Award Presented to Two Montclair Police Officers

Acting Police Chief Reed presented the Police Department Medal of Valor Award to Officers Travis Mondrala and Dailynn Santoro for their life-saving efforts during a January 7, 2023 incident in which a resident was saved from a burning home. The City Council thanked the officers for protecting the community.

Mayor Dutrey presented the officers with Certificates of Recognition from the City, and Mayor Pro Tem Johnson presented certificates from the office of **Congresswoman Norma Torres**.

VI. PUBLIC COMMENT

- **Bill Kaufman** provided an update on his unsuccessful attempts to get a business license from City Hall for a commercial cannabis business. He also distributed to the City Council copies of an AI-generated essay regarding the benefits of legalizing commercial cannabis in the City.
- **Jordi Ubaldo**, Event Coordinator, **Montclair Chamber of Commerce**, announced the Chamber's networking breakfast that will be held on Thursday, June 15th at the Waterwise Community Center. The Chamber will also hold its annual luncheon for the Board of Directors Installation Ceremony on Thursday, June 22nd at the same location. They will be hosting a grand opening event for **Montclair Express Car Wash** on Friday, June 23rd.
- **Joe Monteleone, Stotz Equipment**, stated his business, located in southern Montclair along the railroad tracks for twenty years, has been burglarized on a weekly basis. He requested support from the



City Council to allow electrified fences, which are currently not allowed in Montclair. The safety concerns for his employees have him contemplating relocating his business.

- **Luis Farias, Amarok LLC**, stated his company is **Stotz Equipment's** fence contractor and requested assistance to find a solution.
- **Carolyn Raft** congratulated Officers Mondrala and Santoro and thanked them for their dedication to the residents of Montclair.

**VII. PUBLIC HEARINGS — None**

**VIII. CONSENT CALENDAR**

Council Member/Director Lopez declared his abstention on Item A-1.

<b>ACTION - Consent Calendar</b>	
<b>ACTING:</b>	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
<b>MOTION:</b>	Approve the Consent Calendar as presented.
<b>MADE BY:</b> <b>SECOND BY:</b>	Council Member/Director Ruh Mayor Pro Tem/Vice Chair Johnson
<b>AYES:</b> <b>NOES:</b> <b>ABSTAIN:</b> <b>ABSENT:</b>	Lopez, Martinez, Ruh, Johnson, Dutrey None Lopez abstained on A-1. None
<b>RESULT:</b>	Motion carried 5-0.

**A. Approval of Minutes**

**1. Regular Joint Meeting — May 15, 2023**

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

**B. Administrative Reports**

**1. Consider Approval of City Warrant Register and Payroll Documentation**

<b>ACTION - Consent Calendar - Item B-1</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**2. Consider Authorizing the Use of \$8,000 in State Asset Forfeiture Funds to Host the 2023 National Night Out Event**

<b>ACTION - Consent Calendar - Item B-2</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**3. Consider Declaring Certain City Property as Surplus and Available for Auction or Destruction**

<b>ACTION - Consent Calendar - Item B-3</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**4. Consider Authorizing the Destruction of Certain Obsolete Public Records Pursuant to the City of Montclair Records Retention Schedule**

<b>ACTION - Consent Calendar - Item B-4</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**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**

<b>ACTION - Consent Calendar - Item C-1</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**2. Consider Approval of 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**

The City Council received clarification that the additional funding would be for existing staff salaries.

<b>ACTION - Consent Calendar - Item C-2</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**3. Consider Approval of 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**

<b>ACTION - Consent Calendar - Item C-3</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**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**

The City Council received clarification that the Victim’s Advocate works 40 hours a week and is stationed in the Detective Bureau at the Montclair Police Department. They were also informed that the Victim’s Advocate is a County employee, and that the program may go away in the future, which is up to the County to decide.

ACTION – Consent Calendar – Item C-4	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

**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**

ACTION – Consent Calendar – Item C-5	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

**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**

ACTION – Consent Calendar – Item C-6	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

**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**

ACTION – Consent Calendar – Item C-7	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 5-0.

**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**

Vice Chair Johnson asked for clarification on programs for the community garden. Assistant City Manager/Human Services Director Richter clarified this would be for nutrition and organic gardening education at the community garden.

ACTION – Consent Calendar – Item C-8	
ACTING:	Montclair Community Foundation
RESULT:	Approved on Consent Calendar; motion carried 5-0.

9. **Consider Approval of Agreement No. 23-39 with Catering Systems, Inc. to Provide Meals for the City's Senior Citizen Nutrition Program**

<b>ACTION - Consent Calendar - Item C-9</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**D. Resolutions**

1. **Consider Adoption of Resolution No. 23-3405 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges**

<b>ACTION - Consent Calendar - Item D-1</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

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**

<b>ACTION - Consent Calendar - Item D-2</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

3. **Consider Adoption of Resolution No. 23-3407 Adjusting the Equivalent Dwelling Unit Monthly Fee for Sewer Service**

<b>ACTION - Consent Calendar - Item D-3</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

4. **Consider Adoption of Resolution No. 23-3408 Ordering the Vacation of a Portion of the North Side of Arrow Highway Near Fremont Avenue**

<b>ACTION - Consent Calendar - Item D-4</b>	
<b>ACTING:</b>	City Council
<b>RESULT:</b>	Approved on Consent Calendar; motion carried 5-0.

**IX. PULLED CONSENT CALENDAR ITEMS — None**

**X. COMMUNICATIONS**

**A. Department Reports — None**

**B. City Attorney**

City Attorney Robbins requested the City Council meet in closed session concerning the following:

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

*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**

*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**

*Property: APN 1010-28-111-0000*  
*Negotiating Parties: City of Montclair and FYAD Enterprises Inc.*  
*Agency Negotiator: Edward C. Starr, City Manager*  
*Under Negotiations: Recommendations Regarding Purchase Price*

**C. City Manager/Executive Director**

1. Commercial cannabis businesses are not currently legal in the City and until there is an ordinance in place, business applications will not be accepted. It is likely there will be a vetting process for applicants for this type of business. There has been a request for the City to change their ordinance relating to electric fencing, and it is thought it would be of a great assist in certain areas of the community, specifically along the Union Pacific Railroad track corridor. Community Development Director Diaz is looking at a redraft of the ordinance relating to electric fencing.

**D. Mayor/Chair**

Mayor/Chair Dutrey made the following announcements:

1. He will not be attending the June 19, 2023 regular meeting because he will be out of town with family.
2. There will be a Preliminary Budget Review Workshop held on Thursday, June 22nd, and a special meeting to adopt the City's 2023-24 Budget on Thursday, June 29th.

He also made the following comments:

1. He thanked staff for their hard work on the Memorial Day and Country Fair Jamboree events, noting both were great successes.
2. He recognized the month of June for the following: Cancer Survival Day, D-Day, Philippine Independence Day, Flag Day, Father's Day, Juneteenth, LGBTQIA+ Pride, and Caribbean American Heritage Month.
3. He attended the City-County Conference in Lake Arrowhead, and the closing ceremonies for **Montclair Little League**.
4. He recognized the **Women's Club of Montclair** for donating a bench at Sunset Park.

**E. Council Members/Directors**

1. Council Member/Director Martinez commended the Country Fair Jamboree event and acknowledged June as Pride Month, noting there will be a free community Pride event in Downtown Pomona on June 9, 2023.
2. Mayor Pro Tem/Vice Chair Johnson commended City staff member Fernando Saltos for his efforts to make the Country Fair Jamboree a success. She stated she would like the City Council to explore local rent control measures, and other ways to help residents who are financially struggling to afford basic housing.

3. Council Member/Director Lopez requested consistent updates on playground inspections at City parks. He announced that **Shoe City**, located on Moreno Street and Central Avenue, is now officially open for business. He offered his condolences to City Attorney Robbins on the recent passing of her mother.
4. Council Member/Director Ruh also gave condolences for the passing of the mother of City Attorney Robbins. Additionally, he conveyed his sympathies for Community Activities Commissioner Darlene Ferraro and the family of **Rick Ferraro**. He commended the beautiful Memorial Day event that the City held, as well as the Country Fair Jamboree.

**F. Committee Meeting Minutes**

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

1. Public Works Committee - March 16, 2023
2. Personnel Committee - May 15, 2023

**XI. CLOSED SESSION**

At 8:40 p.m., the City Council went into closed session to discuss potential litigation, labor negotiations, and real property negotiations.

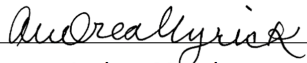
**XII. CLOSED SESSION ANNOUNCEMENTS**

At 9:10 p.m., the City Council returned from closed session. Mayor Dutrey announced that the City Council met in closed session to discuss potential litigation, labor negotiations, and real property negotiations; information was received and direction given to staff on all three items; and no further announcements would be made at this time.

**XIII. ADJOURNMENT**

At 9:11 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 **Rick Ferraro**, husband of Community Activities Commissioner Darlene Ferraro.*

**CITY OF MONTCLAIR  
TREASURER'S REPORT  
FOR THE MONTH ENDING  
MAY 31, 2023**

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**SCHEDULE 3**

STATEMENT OF CASH AND INVESTMENT ACCOUNTS

**GRAPH**

CASH AND INVESTMENTS BY TYPE



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

**MAY 31, 2023**

COMPLIANCE STATEMENT

The City has the following amount invested in various financial instruments. This conforms with the investment policy approved by the City Council.

Total Investments \$ 33,380,111

During the current month the City was in compliance with the internal control procedures set forth in the Investment Policy.

INVESTMENT STRATEGY FOR THE UPCOMING MONTH

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

CITY OF MONTCLAIR  
STATEMENT OF CASH AND INVESTMENTS BY FUND  
AS OF MAY 31, 2023

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$ 8,022,645.92	\$ 5,633,542.22	\$ 2,740,787.17	\$ (7,542,021.87)	\$ 3,373,379.10 (1)
Gas Tax Fund	(123,100.53)	56,115.70	98,079.15	-	(165,063.98) (2)
Road Maintenance - Section 2032	1,903,114.48	62,364.09	-	-	1,965,478.57
Measure I Fund	5,467,913.82	93,604.29	-	-	5,561,518.11
Traffic Safety	89,504.60	1,951.13	-	-	91,455.73
Disability Access Fund - Bus. License	52,105.30	824.00	-	-	52,929.30
Park Maintenance	20,752.02	5,946.65	4,022.26	-	22,676.41
Park Development	1,156,207.06	-	-	-	1,156,207.06
CDBG	(191,835.06)	28,793.93	-	-	(173,041.13) (2)
SB2 Planning Grant	(56,875.00)	-	-	-	(56,875.00) (2)
Air Quality Improvement Trust	117,342.62	-	-	-	117,342.62
Senior Nutrition Program	(70,911.51)	8,992.38	23,593.51	-	(85,512.64) (2)
American Rescue Plan	4,794,353.00	-	-	(4,794,353.00)	-
Forfeiture Fund - State	87,463.28	-	566.67	-	86,896.61
SB 509 Public Safety	384,200.45	40,163.00	105,405.70	-	318,957.75
Forfeiture Fund-Federal/DOJ	582,065.05	-	11,840.87	-	570,224.18
Asset Seizure Fund	1.22	0.31	-	-	1.53
Section 11489 Subfund	35,991.77	-	-	-	35,991.77
Fed Asset Forfeiture-Treasury	126,372.82	-	542.96	-	125,829.86
School District Grant Fund	288,576.43	-	-	-	288,576.43
State Supplemental Law Enforce	18.67	-	-	-	18.67
Local Law Enforcement Block Gr	2,364.97	12.71	-	-	2,377.68
PC 1202.5 Crime Prevention	130,349.46	-	6,123.00	-	124,226.46
Recycling Grant Fund	174,976.00	-	-	-	174,976.00
Statewide Park Dev Grant	15,624.43	-	4,800.00	-	10,824.43 (2)
Homeless Housing Assist Preven	(79,681.25)	18,216.25	18,216.25	-	(79,681.25) (2)
LEAP Grant	(687,103.01)	159,216.94	147,043.14	-	(674,929.21) (2)
After School Program Fund	1,290.78	-	-	-	1,290.78
City of Hope	515,536.00	518,659.18	518,659.18	-	515,536.00 (2)
Safety Dept. Grants	1,370.50	-	-	-	1,370.50
OSMID Immunization Grant	2,886.87	-	202.63	-	2,684.24
Kaiser Permanente Grant	24,290.38	-	2,605.54	-	21,684.84
Resource Center Grant - OMSD	(9,746.06)	-	4,009.58	-	(13,755.64) (2)
Title IIIB Sr Support Services	14,823.19	-	6,999.57	-	7,823.62
Healthy Community Strategic Plan	84,633.84	28,438.98	-	-	113,072.82
ASES Supplemental Grant	10,157.36	2,944.07	1,203.63	-	11,897.80
E.M.S. - Paramedic Fund	2,337,919.72	1,012,122.84	660,343.57	1,500,000.00	4,189,698.99 (3)
Economic Development	500.00	-	-	-	500.00
City Contributions/Donations Fund	2,523,623.86	481,013.49	387,519.98	(430.13)	2,616,687.24
Sewer Operating Fund	2,439,666.85	-	-	-	2,439,666.85
Sewer Replacement Fund	249,822.42	-	2,754.19	-	247,068.23
CFD 2011-1 (Parseos)	126,031.06	118.36	688.29	-	125,461.13
CFD 2011-2 (Arrow Station)	4,052,297.72	-	-	-	4,052,297.72
Inland Empire Utility Agency	870,018.83	-	-	-	870,018.83
Sewer Expansion Fee Fund	1,282,267.12	-	-	-	1,282,267.12
Developer Impact Fees - Local	278,389.82	-	-	-	278,389.82
Developer Impact Fees - Regional	242,122.06	-	-	-	242,122.06
Burtec Pavement Impact Fees	262,502.41	-	-	-	262,502.41
PUC Reimbursement Fund-MVGS	383,396.52	-	-	-	383,396.52
Utility Underground In-Lieu	110,584.58	544.78	-	-	111,129.36
General Plan Update Fee	555,708.20	-	-	-	555,708.20
Housing Fund	113,981.64	8,077.57	-	-	122,059.21
Public Education/Govt. PEG Fee Fund	(553,017.11)	-	3,199.38	-	(556,216.49) (4)
Infrastructure Fund	(82,796.73)	0.01	-	-	(82,796.74)
COVID-19	4,885,855.82	-	-	-	4,885,855.82
Successor Agency Bonds-Taxable	8,029,351.79	-	3,600.00	-	8,025,751.79
Successor Agency Bonds-Tax Exempt	(1,952,620.44)	-	624,642.18	-	(2,577,262.62)
2021 Lease Revenue Bond Proceeds	(683,041.16)	193,873.47	3,500.00	-	(492,667.69) (5)
2014 Lease Revenue Bond Debt Svc	(5,763.96)	-	3,500.00	-	(9,263.96)
2021 Lease Revenue Bond Debt Svc	3,664,452.49	-	3,672,406.44	659.96	(7,293.99)
Pension Obligation Bond Debt Svc	0.96	-	-	-	0.96
Contingency Fund	19,545,436.64	-	1,049.33	-	19,546,485.97
Assigned General Fund Reserves	\$ 71,655,615.46	\$ 8,355,536.34	\$ 9,068,244.86	\$ 10,836,805.00	\$ 30,381,192.31 (1)
TOTALS	\$ 71,655,615.46	\$ 8,355,536.34	\$ 9,068,244.86	\$ 10,836,805.00	\$ 70,943,566.90

Negative Cash Notes follow this presentation.

### Notes on Negative Cash Balances

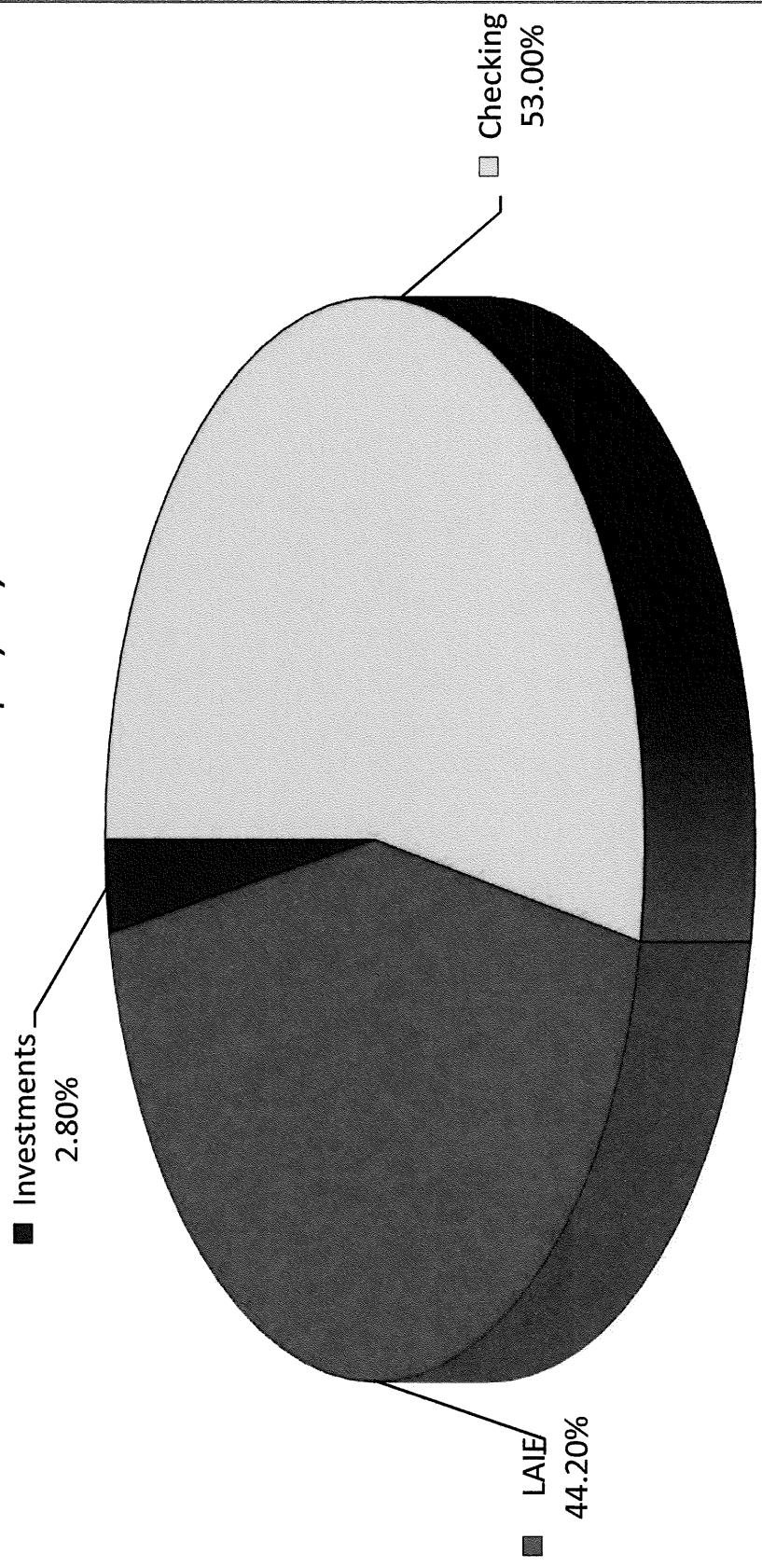
- (1) The General Operating Fund may have a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. As Contingency and General Reserves exceed this negative, the City is not utilizing restricted resources.
- (2) These are reimbursable grant funds that utilize general pool monies initially to cover expenditures pending reimbursement from the granting agencies. Therefore, it is not uncommon for these to be negative until that reimbursement is received.
- (3) This fund has operational deficits annually. At the end of the fiscal year it is restored by a General Fund Transfer.
- (4) The Infrastructure Fund receives transfers from other funds to accomplish infrastructure projects. Those transfers are usually recorded when the projects nears completion or prior to mid-year budget preparation. Any negative in that fund will be eliminated at those times. Transfers from these funds (C.D.B.G., Gas Tax, Measure I, etc.) may go negative on cash pending collections of these revenues. In this way we can determine if obligations for projects are exceeding current resources.
- (5) This debt service operation utilizes transaction and use taxes which are part of the sales tax and Successor Agency property taxes. These have been sufficient in prior fiscal years to cover the necessary debt service; however, they are not completely received until fiscal year-end. Once debt service is covered the excess will be transferred to the General Fund.

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

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
<b>CHECKING ACCOUNT</b>							
Checking Account							\$ 37,560,986.18
Asset Seizure Account							\$ 2,470.18
<b>CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES</b>							
Local Agency Investment Fund (LAIF)				3.110%	30,776,387.34	31,380,110.54	
First American Government					2,000,000.00	2,000,000.00	
					<u>\$ 32,776,387.34</u>		\$ 33,380,110.54
<b>U.S. AGENCY SECURITIES</b>							
					\$ -		\$ -
<b>TOTAL</b>							<u>\$ 70,943,566.90</u>

Current market values obtained from US Bank.

**CITY OF MONTCLAIR**  
**CASH AND INVESTMENTS BY TYPE**  
**May 31, 2023**  
**Total Cash & Investments \$70,943,567**



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

**FOR THE MONTH ENDING**

**May 31, 2023**

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

**COMBINED OPERATING FUND**

Operating	<u>(16,878.01)</u>	\$ (16,878.01)
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**LRPRP Fund**

Operating	<u>0.00</u>	\$ 0.00
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**RORF**

	1,135,227.34	
RORF Area I	0.00	
RORF Area II	0.00	
RORF Area III	0.00	
RORF Area IV	0.00	
RORF Area V	0.00	
RORF Area VI	0.00	
		\$ 1,135,227.34

**TOTAL CASH**

**\$ 1,118,349.33**

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

**Checking Account**

US Bank

**1,118,349.33**

**TOTAL CASH**

**1,118,349.33**

**NOTE:**

In accordance with State law, the Successor Agency receives the monies necessary to cover its obligations for the upcoming six month period. The monies are received in January and June of each year.

The Successor Agency has sufficient funds available to meet expenditures during the upcoming six-month period.



**CITY OF MONTCLAIR AS SUCCESSOR TO  
THE REDEVELOPMENT AGENCY  
WARRANT REGISTER**

**FOR THE MONTH ENDING**

**May 31, 2023**



# Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 05/01/2023 To 05/31/2023

Printed on 06/07/2023 at 11:22 AM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
05/25/2023	\$2891.05	153499275813	153499275805	Completed

**Debit Account Name** CITY OF MONTCLAIR SUCCESSOR AGENCY  
**Debit Account Type** DDA  
**Credit Account Name** CITY OF MONTCLAIR GENERAL ACCOUNT  
**Credit Account Type** DDA  
**Template Name** .  
**Memo** Reimb City for 05/25/23 Payroll  
**Initiate Date** 05/25/2023  
**Initiate Time** 10:04AM CDT  
**Initiated By** JKULBECK  
**Completed Date** 05/25/2023  
**Completed Time** 10:04AM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
05/11/2023	\$3468.32	153499275813	153499275805	Completed

**Debit Account Name** CITY OF MONTCLAIR SUCCESSOR AGENCY  
**Debit Account Type** DDA  
**Credit Account Name** CITY OF MONTCLAIR GENERAL ACCOUNT  
**Credit Account Type** DDA  
**Template Name** .  
**Memo** Reimb City for 05/11/23 Payroll  
**Initiate Date** 05/11/2023  
**Initiate Time** 01:33PM CDT  
**Initiated By** JKULBECK  
**Completed Date** 05/11/2023  
**Completed Time** 01:33PM CDT

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**Total Number of Book Transfers:** 2  
**Total Amount of Book Transfers:** \$6,359.37

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--- End of Report ---

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

**May 31, 2023**

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**CASH AND INVESTMENTS GRAPH**

Schedule 1

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

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
<b>Checking Account</b>			
US Bank			131,851.25
<b>Investments</b>			
LAIF	3.02%	1,721,351.92	<u>1,744,889.91</u>
<b>TOTAL CASH &amp; INVESTMENTS</b>			<u><u>1,876,741.16</u></u>

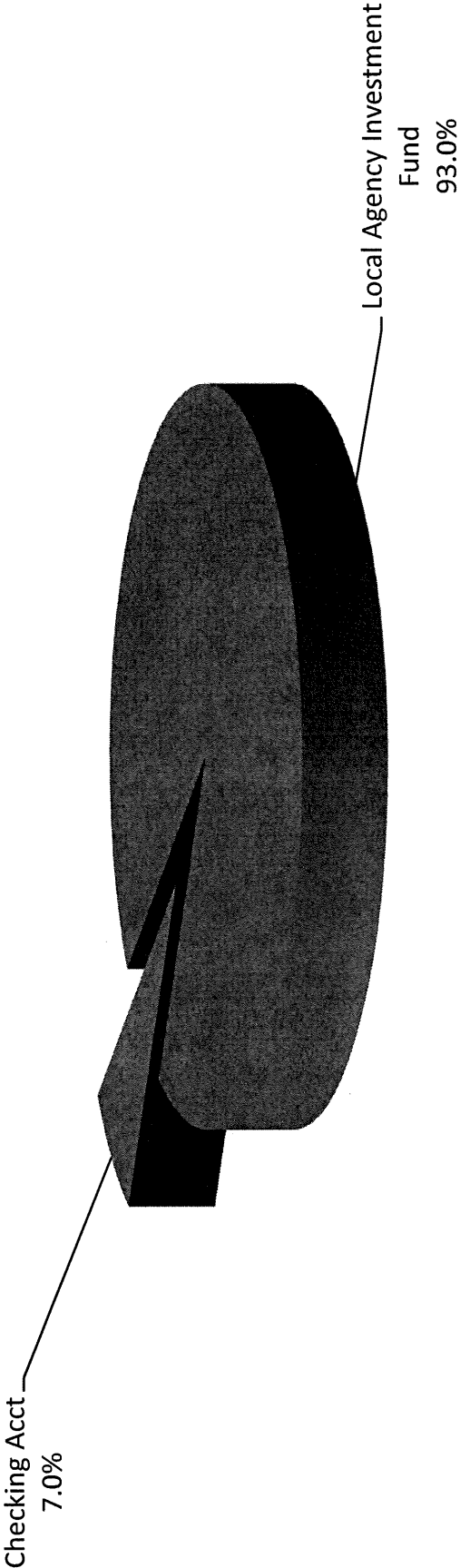
**NOTE:**  
 Pursuant to the Corporation's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

The Corporation has sufficient funds available to meet expenditures during the upcoming six-month period.

The Corporation is in compliance with the internal control procedures set forth in its Investment Policy.

**CITY OF MONTCLAIR  
HOUSING CORPORATION  
CASH AND INVESTMENTS GRAPH  
May 31, 2023**

**Total Cash & Investments - \$1,876,741**



**CITY OF MONTCLAIR  
HOUSING CORPORATION  
WARRANT REGISTER**

**FOR THE MONTH ENDING**

**May 31, 2023**



City of Montclair  
Final Warrant Register  
Council Date 06/19/2023  
Regular Warrants  
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
28,043.21	0.00	0.00	39.46	<b>28,082.67</b>

**May 2023 Total**

**28,082.67**

US Bank transfers:

---

**Vice Chair Johnson**

# Accounts Payable

## Checks by Date - Summary by Check Number

User: cramirez  
Printed: 6/7/2023 11:18 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5475	Arti005	Artic Plumbing And Drain Cleaning	05/11/2023	649.00
5476	Gash001	Gash Chimney Sweep	05/11/2023	3,288.00
5477	Hugo001	Hugo Jaramillo	05/11/2023	775.00
5478	mont002	City of Montclair	05/11/2023	2,063.40
5479	mont074	Monte Vista Water District	05/11/2023	758.23
5480	Perf003	Performance Construction & Remodeling I	05/11/2023	20,400.00
5481	sout018	Southern California Edison Co	05/11/2023	109.58
Report Total (7 checks):				28,043.21

# Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 05/01/2023 To 05/31/2023

Printed on 06/07/2023 at 11:21 AM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
05/25/2023	\$39.46	153499275821	153499275805	Completed

**Debit Account Name** MONTCLAIR HOUSING CORPORATION  
**Debit Account Type** DDA  
**Credit Account Name** CITY OF MONTCLAIR GENERAL ACCOUNT  
**Credit Account Type** DDA  
**Template Name** .  
**Memo** Reimb City for CalCard Purchase - Paint Samples  
**Initiate Date** 05/25/2023  
**Initiate Time** 10:31AM CDT  
**Initiated By** JKULBECK  
**Completed Date** 05/25/2023  
**Completed Time** 10:31AM CDT

---

**Total Number of Book Transfers:** 1  
**Total Amount of Book Transfers:** \$39.46

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--- End of Report ---

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

**May 31, 2023**

**Schedule 1**

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

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

**NOTE:**

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

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

City of Montclair  
Final Warrant Register  
Council Date 06/19/2023  
Regular Warrants  
Checking Account: MHA

<u>Warrants</u>	<u>Voided Checks</u>	<u>US Bank transfers - out.</u>	<u>Totals</u>
0.00	0.00	0.00	<b>0.00</b>
<b>May 2023 Total</b>			<b><u><u>0.00</u></u></b>

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Vice Chair Johnson