

CITY OF MONTCLAIR

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

AGENDA

**Monday, October 16, 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, October 16, 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

Please be advised that those participating via Zoom do so at their own risk. The meeting will not be suspended or cancelled if any technical issues occur during the meeting.

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

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

AGENDA

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

II. INVOCATION

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

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS — 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 — October 2, 2023 [CC/SA/MHC/MHA/MCF] 49

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 the Destruction of Certain Obsolete Public Records Pursuant to the City of Montclair Records Retention Schedule [CC] 12
- 10. Consider Approval of the Filing of a Notice of Completion with the San Bernardino County Recorder’s Office for the Electric Vehicle Charging Stations Project [CC]
Consider Authorizing Release of Retention 30 Days After Recordation of the Notice of Completion [CC] 14
- 11. Consider Authorizing the Receipt of \$5,695.82 from the Fiscal Year 2023 Patrick Leahy Bulletproof Vest Partnership Program to Assist with the Purchase of Ballistic Vests [CC] 16

C. Agreements

- 1. Consider Approval of Agreement No. 23-77, Between the City of Montclair and the Montclair Chamber of Commerce for the Lease of a City-Owned Facility, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 17
- 2. Consider Approval of Agreement No. 23-79, Amendment No. 1 to Agreement No. 20-31 with San Bernardino County for Construction of the Pipeline Avenue Pavement Rehabilitation Project, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 38
- 3. Consider Approval of Agreement No. 23-50 with Ontario-Montclair School District to Provide Case Management Services, Subject to Any Revisions Deemed Necessary by the City Attorney [CC] 42

D. Resolutions— None

IX. PULLED CONSENT CALENDAR ITEMS

X. COMMUNICATIONS

- A. Department Reports
- B. City Attorney
- C. City Manager/Executive Director
- D. Mayor/Chairperson
- E. Council Members/Directors
- F. Committee Meeting Minutes *(for informational purposes only)*
 - 1. Personnel Committee Meeting — October 2, 2023 [CC]

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XI. ADJOURNMENT

The next regular joint meeting of the City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board will be held on Monday, November 6, 2023 at 7:00 p.m.

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

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

I, Andrea M. Myrick, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the City's website at <https://www.cityofmontclair.org/agendas/> and on the bulletin board adjacent to the north door of Montclair City Hall at 5111 Benito Street, Montclair, CA 91763 on Thursday, October 12, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	FIN520
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	1	PREPARER:	J. KULBECK
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending September 30, 2023.

BACKGROUND: Included in the City Council's agenda packet is a copy of the Treasurer's Report for the period ending September 30, 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 September 30, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	FIN540
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	FINANCE
ITEM NO.:	2	PREPARER:	A. VONG/V. FLORES
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION		

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

BACKGROUND: Mayor Pro Tem Johnson has examined the Warrant Register dated October 16, 2023; the Payroll Documentation dated September 10, 2023; and the Payroll Documentation dated September 24, 2023, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated October 16, 2023, totals \$1,942,717.44.

The Payroll Documentation dated September 10, 2023, totals \$823,349.60 gross, with \$585,543.64 net being the total cash disbursement.

The Payroll Documentation dated September 24, 2023, totals \$818,363.25 gross, with \$583,764.07 net being the total cash disbursement.

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



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	FIN510
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	3	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors (Successor Agency Board) is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending September 30, 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 September 30, 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 September 30, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	FIN530
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	SA
ITEM NO.:	4	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending September 30, 2023, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Successor to the Redevelopment Agency Warrant Register dated 09.01.23-09.30.23 in the amounts of \$4,339.34 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 September 30, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	5	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending September 30, 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 September 30, 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 September 30, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHC
ITEM NO.:	6	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending September 30, 2023, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Warrant Register dated 09.01.23–09.30.23 in the amount of \$107,915.90 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 September 30, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	FIN525
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	7	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT		

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending September 30, 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 September 30, 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 September 30, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	FIN545
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	MHA
ITEM NO.:	8	PREPARER:	C. RAMIREZ
SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER		

REASON FOR CONSIDERATION: The Montclair Housing Authority Commission is requested to consider receiving and filing the Warrant Register for the month ending September 30, 2023, pursuant to state law.

BACKGROUND: Vice Chair Johnson has examined the Warrant Register dated 09.01.23-09.30.23 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 September 30, 2023.



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	CCK280
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	CITY MGR./CITY CLERK
ITEM NO.:	9	PREPARER:	A. MYRICK
SUBJECT:	CONSIDER AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE PUBLIC RECORDS PURSUANT TO THE CITY OF MONTCLAIR RECORDS RETENTION SCHEDULE		

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

The subject records requested for destruction are listed on the attached *City of Montclair Destruction of Public Records Form*. The current list consists of on-site records from the Human Services Department.

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

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

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

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



MONTCLAIR

CITY OF MONTCLAIR

DESTRUCTION OF PUBLIC RECORDS FORM

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

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

Department: Human Services

Page 1 of 1

Table with 4 columns: Record type & Retention Period, Description of Records, Period covered, Additional Notes. Rows include Liability Forms CU+2, Class Rosters CU+2, Receipt Copies AU+4, etc.

Approval for destruction of listed records:

Dept. Records Manager: [Signature] Date: 10/2/23
Department Head: [Signature] Date: 10/2/23
City Clerk: [Signature] Date: 10/3/23
City Attorney: _____ Date: _____



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	STA816
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	10	PREPARER:	R. ORTEGA
SUBJECT:	CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION WITH THE SAN BERNARDINO COUNTY RECORDER'S OFFICE FOR THE ELECTRIC VEHICLE CHARGING STATIONS PROJECT		

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

REASON FOR CONSIDERATION: State law requires a Notice of Completions to be recorded with the County Recorder upon acceptance of a Public Works project. The City Council is requested to consider approving the filing of a Notice of Completion with the San Bernardino County Recorder's Office and authorize the release of retention for the Electric Vehicle Charging Stations Project.

BACKGROUND: The City Council has demonstrated a commitment to the adopted 2019–2024 Capital Improvement Program, which included the installation of the Electric Vehicle (EV) Charging Stations Project. This project was awarded to Hyper Electric on July 18, 2023, in the amount of \$154,350.00 for the installation of dual EV chargers at City Hall, the City Yard, and the Police Department. The charging station at City Hall will be available for public use, while the charging stations at the City Yard and Police Department will only be available for City and employee vehicles.

This project will contribute to the City's ongoing concern for cleaner air and better health. Electric vehicles are one of the best ways to reduce planet-warming greenhouse gas emissions, the largest source of emissions in the United States, most of which come from cars and trucks. Drivers are not only less likely to use gas-powered vehicles because of the availability of electric vehicle chargers near their homes, but it can pave the way to other forms of clean transportation in the future. Promoting the use of electric vehicles by installing these chargers will also contribute to reducing gas emissions, which have negatively impacted global warming.

FISCAL IMPACT: The total construction cost for this project was \$119,660.50. The project is funded by grant funds under AB2766, AQMD Clean Transportation Funding. The City was awarded \$80,000 for the design and installation of EV charging stations at City facilities and will use AB2766 funds to cover the remainder of the project costs.

RECOMMENDATION: Staff recommends that the City Council take the following actions related to the Electric Vehicle Charging Stations Project

1. Approve the filing of a Notice of Completion with the San Bernardino County Recorder's Office for the Electric Vehicle Charging Stations Project; and
2. Authorize release of retention 30 days after recordation of Notice of Completion.

RECORDING REQUESTED BY:

City of Montclair
5111 Benito Street
Montclair, CA 91763

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

Same as above

RECORDER:

Record without fee subject to
Govt. Code 6103

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

ASSESSOR'S PARCEL NUMBER(S): Various Locations

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The name of the project is: Electric Vehicle Charging Stations Project
3. Full address of the undersigned is: Monica Heredia, P.E.
Public Works Director/City Engineer
5111 Benito Street
Montclair, CA 91763
4. The nature of the title of the undersigned is: In Fee
5. The work of improvement on the property hereinafter described was completed on: September 5, 2023
6. The name of the CONTRACTOR for such work of improvement was:
Hyper Electric, 9021 Terhune Ave Sun Valley, CA 91352
7. The property on which said work or improvement was completed is in the County of San Bernardino, State of California, more particularly described as follows: City Hall, City Yard and Police Department

VERIFICATION

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

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

Executed on: October 16, 2023, at 5111 Benito Street, Montclair, California

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



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	PDT362
SECTION:	CONSENT - ADMIN. REPORTS	DEPT.:	POLICE
ITEM NO.:	11	PREPARER:	M. BUTLER
SUBJECT:	CONSIDER AUTHORIZING THE RECEIPT OF \$5,695.82 FROM THE FISCAL YEAR 2023 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM TO ASSIST WITH THE PURCHASE OF BALLISTIC VESTS		

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the receipt of \$5,695.82 from the Fiscal Year 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) Program to assist with the purchase of ballistic vests.

BACKGROUND: The U.S. Bureau of Justice Assistance administers the BVP Program, created by the Bulletproof Vest Partnership Grant Act of 1998, which assists state, local, and tribal jurisdictions in purchasing body armor for sworn law enforcement officers. The BVP Program reimburses agencies for up to 50 percent of the total cost of body armor vests that comply with the most current National Institute of Justice ballistic body armor standards.

Each year, staff applies for the BVP Program to assist with the cost of ballistic vests. In September 2023, the Montclair Police Department was awarded \$5,695.82, which would cover half the cost of approximately 13 vests. The Department has a “mandatory-wear policy” for all officers, and each ballistic vest has a five-year replacement cycle. The Department is committed to maximizing officer safety through the use of body armor in combination with prescribed safety procedures. BVP federal funds would be used to replace five-year-old vests and to issue vests to newly hired officers.

FISCAL IMPACT: If approved by the City Council, the Department would receive \$5,695.82 toward the purchase of ballistic vests from the BVP Program. The Fiscal Year 2023–24 Budget includes funds for the purchase of ballistic body armor, and the BVP federal funds would be used to reimburse the City up to 50 percent per vest, which is available for two years from the time of the award announcement.

RECOMMENDATION: Staff recommends the City Council authorize the receipt of \$5,695.82 from the Fiscal Year 2023 Bulletproof Vest Partnership Program to assist with the purchase of ballistic vests.



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	MHC025/SAG080
SECTION:	CONSENT - AGREEMENTS	DEPT.:	ECONOMIC DEV.
ITEM NO.:	1	PREPARER:	M. FUENTES
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-77, BETWEEN THE CITY OF MONTCLAIR AND THE MONTCLAIR CHAMBER OF COMMERCE FOR THE LEASE OF A CITY-OWNED FACILITY, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 23-77 with the Montclair Chamber of Commerce for the lease of a City-owned facility, 9916 Central Avenue, to serve as the administrative office of the Montclair Chamber of Commerce.

A copy of proposed Agreement No. 23-77 is attached for the City Council's review and consideration.

BACKGROUND: In 2006, the former Montclair Redevelopment Agency purchased 9916 Central Avenue (Property), the former Neighborhood Partnership Housing Services (NPHS) administrative office, with the intent of using the property to serve as administrative offices for several Human Services programs. After an extensive rehabilitation of the Property, the City of Montclair entered into a lease agreement with the Ontario Montclair School District (OMSD) for the lease of the Property as a Family Resource Center to provide case management and counseling services.

OMSD staff recently notified City staff that they wanted to terminate the lease agreement, as they would relocate the Family Resource Center to their central campus offices.

As such, City staff reached out to the Montclair Chamber of Commerce to see if the Montclair Chamber of Commerce was interested in leasing the Property to serve as their administrative offices. In addition, City staff reached out to the Inland Empire Small Business Development Center to see if they were also interested in leasing the Property to serve as a satellite office.

It should be noted that the City of Montclair entered into Agreement No. 22-95 with the Inland Empire Small Business Development Center to provide technical assistance and outreach services to small businesses in the City of Montclair.

City staff intends to have the Property serve as the administrative office of the Montclair Chamber of Commerce as well as a satellite office of the Inland Empire Small Business Development Center. By having both the Montclair Chamber of Commerce and the Inland Empire Small Business Development Center located at the same location, the Property would serve as a one-stop shop for the small business community to access the necessary resources to ensure their businesses grow and thrive.

The Montclair Chamber of Commerce and the Inland Empire Small Business Development Center would provide synergy to one another and the various programs, training, and resources that they provide to the small business community.

Proposed Lease Agreement No. 23-77

Proposed Agreement No. 23-77 would be a lease agreement between the City of Montclair and the Montclair Chamber of Commerce for the lease of a City-owned facility, 9916 Central Avenue, to serve as the administrative offices of the Montclair Chamber of Commerce.

The more salient terms of Proposed Agreement No. 23-77 include the following:

- The term of the lease shall be for one year, with the option to extend the lease for four additional successive one-year terms under terms that are mutually satisfactory to both the City of Montclair and the Montclair Chamber of Commerce.
- The Montclair Chamber of Commerce shall pay \$1.00 rent per year to the City of Montclair.
- The Montclair Chamber of Commerce agrees to use the property only for a professional office and instructional activities in connection with the mission of the Montclair Chamber of Commerce and for no other purposes.
- The Montclair Chamber of Commerce would lease one 144 square feet room to serve as their administrative office and shall have the non-exclusive right to use the living room, hallway, kitchen, restrooms, and front yard and backyard areas of the Property in addition to their leased space of one 144 square feet room.

FISCAL IMPACT: Adoption of proposed Agreement No. 23-77 would allow for the Montclair Chamber of Commerce to lease a City-owned facility at 9916 Central Avenue.

The Montclair Chamber of Commerce would pay a lease payment of \$1.00 annually for the lease of the Property.

The City of Montclair would continue to be responsible for all maintenance of the Property, including grounds and utilities costs.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 23-77 between the City of Montclair and the Montclair Chamber of Commerce for the lease of a City-owned facility, subject to any revisions deemed necessary by the City Attorney.

CITY OF MONTCLAIR

LEASE AGREEMENT

This City of Montclair Lease Agreement ("Lease"), is made and entered into as of October 16, 2023 (the "Commencement Date"), by and between the City of Montclair, a California Municipal Corporation, with its principal place of business located at 5111 Benito Street, Montclair, California, 91763 ("Landlord" or "City"), and Montclair Chamber of Commerce ("Chamber" or "Tenant"). Landlord and Tenant are each sometimes referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS

This Lease is made with reference to the following facts:

A. Landlord is the owner of that certain real property consisting of an approximately 1,311 square foot single-story building that is located at 9916 Central Avenue, Montclair, California, 91763 including fixtures and furniture therein, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property"). Except as expressly provided to the contrary in this Lease, reference to the Property is to the described land, together with all fixtures, furniture and improvements.

B. Landlord desires to lease a portion of the Property to Tenant and Tenant desires to lease a portion of the Property from Landlord, as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference ("Leased Space") on the terms and conditions set forth in this Lease.

C. Landlord's entry into this Lease will benefit the health, safety, welfare and morals of the citizens of the City because Tenant's business operations at the Property will bring valuable technical assistance services including, but not limited to, free one-on-one consulting and low cost employment training, to small businesses in the City on a full-time basis. Employment and life skills resources are critical to the community's health, safety and welfare during the current economic conditions. In this way, Tenant will attract and improve the quality of small businesses within the City and thereby contribute to the City's economic base ("Tenant's Mission").

D. Landlord's entry into this Lease will also help the City Council of the City (the "City Council") achieve its goals of creating quality jobs and employing the local workforce, which the City Council believes will foster a desirable and complete community by enhancing life for current residents, and attracting new residents and investment. In addition to creating quality jobs and employing the local work force, this Lease will also help the City Council achieve its goals of: investing in the growth and evolution of the City's economy; operating in a businesslike manner; focusing resources in Montclair's commercial and residential neighborhoods; and encouraging, providing or supporting enhanced recreational, educational, cultural and healthy City programs, policies and activities. All of these goals are intended to improve and revitalize the City and benefit current and future local residents and businesses.

LEASE

NOW, THEREFORE, in consideration of the above recited facts, the mutual covenants set forth in this Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recited facts are true and correct and are incorporated into this Lease by this reference, as if restated in full.

2. LEASE

For and in consideration of the Rent (as defined below), and the conditions, covenants and agreements set forth in this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Space on the terms and conditions set forth in this Lease.

3. TERM

3.1 **Term of the Lease.** Unless earlier terminated or extended, the term of this Lease ("Term") shall be one (1) year commencing on the Commencement Date and expiring on June 30, 2024 ("Expiration Date"). If Tenant fails to vacate the Leased Space on the Expiration Date, or whatever later date is agreed to upon Tenant's exercise of the Option (defined in Section 3.2 below), or within the required time frame after this Lease is earlier terminated by Tenant, without Landlord's written consent, Tenant's holdover tenancy shall be a month-to-month tenancy, for a rental amount equal to the fair market rent for the Lease Space as determined by an appraiser to be designated by City, on all other terms and conditions of this Lease, until either Party terminates Tenant's holdover tenancy.

3.2 **Option to Extend.** If Tenant is not in default under this Lease at the Expiration Date, and the Lease has not been earlier terminated, Tenant shall have the option to request that Landlord extend this Lease for four (4) additional, successive one (1)-year terms under terms that are mutually satisfactory to both Parties ("Option"). If Tenant wishes to exercise this Option, Tenant shall, as to each option to extend by one year, not less than ninety (90) days prior to the Expiration Date of this Lease, provide Landlord with a written 90-day notice of Tenant's interest in negotiating the terms for extension of this Lease. Landlord shall have the right to grant or deny Tenant's request in its sole discretion.

4. RENT

4.1 **Rent.** Tenant shall pay rent to Landlord annually, without notice, demand or offset, in the sum of one (\$1.00) dollar per year ("Rent"). Rent shall be paid by Tenant on the Commencement Date and thereafter annually on the anniversary of the Commencement Date for each year that the Lease continues.

4.2 **Dishonored Check.** In the event that any check or other instrument of payment given by Tenant to Landlord is dishonored for any reason, Landlord may charge a fee of twenty-five dollars (\$25.00) for each such check or other instrument that is dishonored.

5. USE OF THE PROPERTY

5.1 **Use of the Property.** Tenant shall have the right and Tenant covenants and agrees to use the Property only for professional office and instructional activities in connection with Tenant's Mission and for no other purposes, without the express, prior written approval of Landlord. Tenant shall not occupy or use, or permit all or any part of the Property required to be occupied or used, for any unlawful or illegal business, use or purpose, nor for any business, use or purpose that is disreputable or extra-hazardous. Tenant shall immediately upon discovery of any such unlawful, illegal, disreputable or extra-hazardous use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and immediately remove occupants or other persons guilty of such unlawful, illegal, disreputable or extra-hazardous use from the Property.

5.2 **Management of Common Areas.** Tenant shall have the non-exclusive right to use living room, den, hallway, kitchen, restrooms, and front yard and backyard areas ("Common Areas") of the Property in addition to the Leased Space.

5.3 **Parking.** Tenant shall be provided with one designated parking spot on the Property and may not use any other designated parking spot on the Property. The designated parking space shall be deemed to constitute part of the Leased Space for purposes of this Lease.

5.4 **Management of the Property.** The Property shall be managed or caused to be managed by the Landlord, excepting that Tenant shall be responsible for maintenance and the conduct of operations on the Leased Space..

5.5 **Waste and Nuisance.** Tenant shall not commit or allow any waste on or about the Property, nor commit, allow or maintain any public or private nuisance on or about the Property, or impairment of the Property, or any part thereof.

5.6 **Compliance with Laws, Rules, Regulations.** Tenant shall at all times comply with all requirements of local, state and federal laws, rules, orders and regulations now in force or which may be in force and such rules as may be established from time to time by Landlord in relation to the Leased Space ("Regulations") at any time during the Term. As part of complying with the Regulations, Tenant shall obtain, at Tenant's sole cost and expense, all licenses, permits and approvals that the Regulations require for the use or operation of the Property. Tenant shall maintain all required licenses, permits and approvals throughout the Term of this Lease

5.7 **Obligation to Refrain from Discrimination.** Tenant shall not discriminate against any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property.

5.8 **Condition of Property.** Tenant acknowledges that it intends to and will occupy the Property on the Effective Date in its AS-IS condition, as of the Effective Date. Tenant acknowledges and agrees that Landlord has made absolutely no representations, guarantees or warranties regarding the Property, nor has Landlord made representations, guarantees or warranties regarding whether the Property and Improvements (as defined in Section 8.1) comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect on the Effective Date.

5.9 **Assumption of Risk, Waiver, and Landlord's Non-liability.** To the maximum extent allowed by law, except for Landlord's willful misconduct or grossly negligent acts, Tenant assumes any and all risk of loss, damage or injury of any kind to any person or property that is on or about the Property. Tenant's assumption of risk shall include, without limitation, loss or damage caused by defects within the Property or any Improvements (as defined in Section 8.1), accident, fire or other casualty on or about the Property. To the maximum extent allowed by law, except for Landlord's willful misconduct or grossly negligent acts, Tenant hereby waives all claims and demands against Landlord, its elected officials, officers, employees, volunteers, consultants and agents for injury to persons, damage to property or any other interest of Tenant sustained by Tenant or any other person claiming through Tenant and resulting from any occurrence on or about the Property.

Tenant has been advised by its legal counsel concerning the content and effect of California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

In reference to the waivers set forth in this Section, Tenant hereby waives the benefits of Civil Code Section 1542 and all other state or federal statutes, legal principles, or judicial decisions of the same or similar effect. The provisions of this Section shall survive the expiration or termination of this Lease.

5.10 **Hazardous Materials Prohibited.** The use, generation, storage or disposal of "Hazardous Materials" (defined below) on the Property is strictly prohibited, and any such use, generation, storage, or disposal shall result in a default and termination of this Lease. For the purpose of this section, "Hazardous Materials" means substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq.; the Federal Water Pollution Control

Act, 33 U.S.C. sections 1317, et seq.; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substance so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

5.11 **Taxable Possessory Interests.** If the County of San Bernardino determines that this Lease creates a taxable possessory interest pursuant to Revenue Taxation Code Section 107, Tenant shall be solely responsible for the payment of property taxes (with respect to such possessory interest).

5.12 **Quiet Enjoyment.** The Parties hereto mutually covenant and agree that Tenant, by keeping and performing the covenants herein contained, shall at all times during the Term of this Lease peaceably and quietly have, hold and enjoy the Leased Space.

6. RIGHTS OF ACCESS; PUBLIC IMPROVEMENTS AND FACILITIES

Landlord at its sole risk and expense, reserves the right to enter or authorize its agents to enter the Property or any part thereof at all reasonable times and with as little interference as possible, for the purposes of construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Property. Any such entry shall be made only after reasonable notice to Tenant, and Landlord or such other agent shall indemnify, defend and hold Tenant harmless from any claims or liabilities by their respective agents that arise out of Landlord's entrance on the Property and not caused by Tenant's sole willful misconduct or gross negligence. Landlord and such other agent shall make all reasonable efforts to keep any inconvenience, annoyance, disturbance or loss of business to a minimum. Ninety (90) days prior to the end of the Term of this Lease, Landlord shall have the right to show the Property to prospective lessees in its discretion.

7. UTILITIES, LIENS AND OTHER CHARGES

7.1 **Utilities.** Landlord agrees to pay or cause to be paid, as and when they become due and payable, all charges for water, gas, light, heat, telephone, electricity and other utility and communication services rendered or used on or about the Property at all times during the Term of this Lease.

7.2 **Other Liens.** Tenant shall not, directly or indirectly, create or permit to be created or to remain, and will promptly discharge, at its expense, any mortgage, lien, encumbrance or charge on or pledge of the Property or any part thereof, or Tenant's interest therein, or the rent, additional rent or other sums payable by Tenant under this Lease. Tenant shall notify Landlord promptly of any lien or encumbrance which has been created on or attached to the Property, or to Tenant's leasehold estate therein, whether by act of Tenant or otherwise. The existence of any mechanic's, laborer's, materialmen's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this Section if payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen.

8. OWNERSHIP OF AND RESPONSIBILITY FOR IMPROVEMENTS

8.1 **Ownership during Term and at Termination.** All improvements on the Property, whether existing thereon at the Commencement Date or constructed or installed by Tenant or Landlord as permitted or required by this Lease ("Improvements"), shall, during the Term of this Lease, be and remain the property of Landlord. Tenant shall have no right at any time to waste, destroy, demolish or remove any of the Improvements. Tenant shall not engage in any improvements to or demolition of improvements to the Property. Tenant's rights and powers with respect to the Improvements are subject to the terms and limitations of this Lease. Landlord and Tenant covenant for themselves and all persons claiming under or through them that the improvements are real property.

8.2 **Ownership of Fixtures and Furnishings at Termination.** On the Expiration Date or sooner termination of this Lease, Landlord may, at Landlord's election, demand the removal from the Leased Space or the Property of all of Tenant's fixtures, equipment and furnishings, or of certain fixtures, equipment or furnishings, as specified in the notice provided for below at Tenant's sole cost and expense. A demand to take effect on the Expiration Date shall be effectuated by notice given at least three (3) months before the Expiration Date. A demand to take effect on any other termination date of the Lease shall be effectuated by notice given concurrently with the notice of termination or within a reasonable period after such termination.

Any of Tenant's fixtures, equipment and furnishings not specified by Landlord to be removed, and, at Landlord's election, any fixtures, equipment and furnishings specified for removal by Landlord that are not removed by Tenant within thirty (30) days following the Expiration Date or other termination date shall be deemed abandoned by Tenant and shall, without compensation to Tenant, then become Landlord's property, free and clear of any and all claims to or against them by Tenant or any third person, and may be retained, removed, sold, destroyed or otherwise disposed of by Landlord in Landlord's sole discretion.

Tenant shall defend, indemnify and hold harmless Landlord from and against any and all liability and loss arising from any such claims or from Landlord's exercise of the rights conferred by this Section.

8.3 **Alteration of Improvements.** Tenant shall not make or permit to be made any alteration or addition to the Property, nor demolish all or any part of the Property or Improvements.

8.4 **Damage or Destruction.** Tenant agrees to give notice to Landlord of any fire or other damage that occurs on the Property or the Improvements within five (5) days after such fire or damage. Except as otherwise provided in Section 13.3, if the Improvements shall be damaged or destroyed by any cause which puts the Improvements into a condition which is not decent, safe and sanitary, Tenant agrees to make or cause to be made full repair of said damage and to restore the Improvements to the condition which existed prior to said damage, or Tenant agrees to clear and remove from the Property all debris resulting from said damage and rebuild the Improvements in accordance with plans and specifications previously

submitted to Landlord and approved in writing in order to replace in kind and scope the Improvements which existed prior to such damage; provided, however, that Tenant's liability pursuant to this Section shall be limited to the extent of available proceeds from Tenant's insurance coverage maintained pursuant to Section 12.1.

8.5 **Indemnification; Notice of Non-responsibility.** Tenant agrees to hold Landlord, its elected officials, officers, employees, volunteers or agents free and harmless, and indemnify Landlord against all claims, liabilities, costs and expenses, for labor and materials in connection with all construction, repairs or alterations on the Property and the Improvements performed by Tenant, Tenant's agent or at Tenant's direction pursuant to this Section 8 and the cost of defending against such claims, including reasonable attorneys' fees.

Landlord shall have the right to post and maintain on the Property and the Improvements any notice of non-responsibility provided for under applicable law.

9. MAINTENANCE

9.1 **Maintenance and Repair of the Property.** Landlord shall assume full responsibility for the operation and maintenance of the Leased Space and the Improvements throughout the Term of the Lease without expense to Tenant unless otherwise specified herein, and shall keep the Leased Space and Improvements, and perform all maintenance and repairs necessary to maintain and preserve the Leased Space and Improvements, in good and clean condition and repair and in a clean, safe and sanitary manner and in compliance with all applicable laws, rules and regulations. Landlord agrees that Tenant shall not be required to perform any maintenance, repairs, or services or to assume any expense not specifically assumed herein in connection with the Property and the Improvements.

9.2 **Capital Improvements.** Notwithstanding anything contained in this Lease to the contrary, Landlord shall be responsible for all capital replacements and improvements deemed necessary by Landlord to maintain and preserve the Leased Space and Improvements in Landlord's sole discretion, provided, however, this obligation shall not relieve Tenant of the obligation to make such replacements or improvements if they are necessitated by damage caused by Tenant. For the purposes of this Lease, a capital replacement or improvement shall mean a replacement or improvement that has a useful life of longer than ten (10) years. That notwithstanding, Landlord shall have the right, in lieu of making any such capital replacement or improvement, to terminate this Lease on ninety (90) days notice to Tenant.

10. ASSIGNMENT, SUBLETTING, TRANSFER

Tenant shall not assign or attempt to assign this Lease or any right herein, nor make any total or partial conveyance, assignment, sublease or transfer in any other mode or form of the whole or any part of the Leased Space or the Improvements, without prior written approval of Landlord. Such approval may only be given by Landlord if: (a) such conveyance, assignment, sublease or transfer is deemed by Landlord to be in Landlord's best interests; (b) the proposed conveyee, assignee,

sublessee or transferee has, in the opinion of Landlord, the financial capability and overa11 competence to develop and operate the conveyed, assigned, subleased or transferred obligations and premises; and (c) all rent or other consideration that Tenant charges or receives from the proposed conveyee, assignee, sublessee or transferee or as a result of the conveyance, assignment, sublease or transfer of this Lease, that is greater than the Rent paid by Tenant to Landlord under this Lease, shall be immediately remitted to Landlord. Approval by Landlord of any conveyance, assignment, sublease or transfer shall be conditioned upon such conveyee, assignee, sublessee or transferee agreeing in writing to assume the rights and obligations thereby conveyed, assigned, subleased or transferred and to keep and perform all covenants, conditions and provisions of this Lease which are applicable to the rights acquired.

In the absence of specific written agreement by Landlord, no such conveyance, assignment, sublease or transfer of this Lease or the Leased Space or the Improvements (or portion thereof), or approval by Landlord of any such conveyance, assignment, sublease or transfer shall be deemed to relieve Tenant or any other party from any obligations under this Lease.

11. MORTGAGES

Tenant shall have no right to mortgage, pledge, deed in trust or otherwise encumber this Lease, or the interest of Tenant hereunder, and to assign or pledge the same as security for any debt.

12. INDEMNIFICATION

With the exception of any default on behalf of the Landlord under this Lease (including but not limited to a breach of Quiet Enjoyment, willful misconduct or gross negligence), Tenant shall defend, indemnify and hold harmless Landlord, its elected officials, officers, employees, volunteers and agents (each an "Indemnified Party") from and against any and all claims or demands for loss or damage, including, without limitation, property damage, personal injury and wrongful death, arising out of or in connection with the use or occupancy of the Property by Tenant, officers, officials, agents, contractors, employees, guests or invitees; any willful or negligent act (whether active or passive) or omission of Tenant, officers, officials, agents, contractors, employees, guests or invitees; any accident or fire on the Property; any nuisance made or suffered thereon; and any failure by Tenant to keep the Property in a safe condition; and the breach, default, violation or nonperformance of this Agreement by Tenant. Tenant shall pay, satisfy and discharge any and all money judgments that may be recovered against any Indemnified Party, including attorney's fees and costs of litigation, in connection with the foregoing. Tenant's obligations under this Section shall survive termination of this Lease, and shall not be restricted to insurance proceeds, if any, received by Tenant or any Indemnified Party. Tenant shall not be obligated to defend, indemnify or hold harmless any Indemnified Party to the extent any claim, loss, action, damage, liability, or expense (including attorneys' fees) is ultimately determined to be the result of the gross negligence or willful misconduct of such Indemnified Party.

13. INSURANCE

From the Commencement Date and for the duration of the Term of this Lease and any holding over by Tenant, Tenant shall secure and maintain, at its own expense, insurance against claims for injuries to persons or damages to property that may arise out of or in connection with the possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Space by Tenant and/or its officers, officials, agents, contractors, employees, guests or invitees as follows:

13.1 Minimum Scope and Limits of Coverage: (1) "All Risk" property insurance covering the full replacement value of the Property but not less than \$750,000; (2) Comprehensive General Liability insurance using Insurance Services Office Commercial General Liability occurrence form number CG 0001 or exact equivalent in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage including contractual liability and (\$4,000,000) aggregate total bodily injury, personal injury, and property damage; (3) Automobile Liability insurance using Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or exact equivalent in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage; and (4) Workers' Compensation and Employer's Liability as required by the State of California and Employer's Liability Insurance, with workers compensation limits as required by California law and Employers Liability Limits of one million dollars (\$1,000,000) per accident for bodily injury or disease.

13.2 Insurance Endorsements. The insurance policies shall contain the following provisions, or Tenant shall provide endorsements on forms supplied or approved by Landlord to add the following provisions to the insurance policies:

13.3 General and Automobile Liability. Each general liability and automobile liability policy shall be endorsed to state that: (A) Landlord, its elected officials, officers, employees, volunteers and agents shall be covered as additional insureds with respect to the possession, use, occupancy, management, operation, repair, maintenance or control of the Property by Tenant and its officers, officials, agents, representatives, volunteers, employees, guests or invitees; and (B) the insurance coverage shall be primary insurance with respect to Landlord, its elected officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Tenant's scheduled underlying coverage. Any insurance or self-insurance maintained by Landlord, its elected officials, officers, employees, volunteers and agents shall be excess of Tenant's insurance and shall not be called upon to contribute with it.

13.4 Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against Landlord, its elected officials, officers, employees, volunteers and agents for losses paid under the terms of the insurance policy that arise from work performed by Tenant.

13.5 All Coverage. Each insurance policy required by this Lease shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Landlord.

13.6 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VII, licensed and admitted to do business in California, and satisfactory to Landlord.

13.7 **Verification of Coverage.** Tenant shall furnish Landlord with original certificates of insurance and endorsements affecting coverage required by this Lease on forms satisfactory to Landlord. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by Landlord, if requested. All certificates and endorsements must be received and approved by Landlord. Landlord reserves the right to require complete, certified copies of all required insurance policies, at any time.

14. DEFAULTS, REMEDIES AND TERMINATION

14.1 **Defaults - General.** Failure or delay by either Party to perform or comply with any condition or provision of this Lease constitutes a default under this Lease, and grounds for termination. Upon the occurrence of a default, the injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement to the non-defaulting Party's satisfaction, the non-defaulting Party may thereafter terminate this Lease and/or commence an action for damages, specific performance or any other remedy available in law or equity against the defaulting Party with respect to such default, without liability for any reason or under any theory in connection with such termination, and without creating any right to recovery of damages of any kind or nature in the non-defaulting Party.

14.2 **Enforced Delay in Performance for Causes Beyond Control of Party.** Performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God or other deities; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other Party; acts or failure to act of any public or governmental agency or entity (other than any act or failure to act of Landlord, which shall not excuse performance by Landlord) or any other cause beyond the control or without the fault of the party claiming an extension of the time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Lease may also be extended in writing by Tenant and Landlord. Notwithstanding the foregoing, there shall be no extensions by virtue of enforced delay in relation to payment of Rent.

14.3 **Damage or Destruction of Property.** If during the Term of this Lease, any portion of the Property is damaged by fire or other catastrophic cause, so as to render such portion of the Property untenable, the obligations under this Lease may be suspended while such portion of the Property remains untenable. In the event of such damage, Tenant shall give Landlord notice of such untenable condition and the Landlord shall elect in its sole discretion, whether to repair the Property (if damaged by Tenant or an invitee of Tenant) or to cancel this Lease with respect thereto. Landlord shall notify Tenant in writing of its election within thirty (30) days after service of notice by Tenant. In the event that Landlord elects not to repair the Property or portion thereof, this Lease shall be deemed cancelled as of the date the damage occurred with respect to the untenable portion(s) of the Property. If this Lease is cancelled pursuant to this Section, Landlord shall not be liable to Tenant for any reason or under any theory and Tenant shall not be entitled to recover damages of any kind or nature from Landlord.

Additionally, if during the Term, any portion of the Property is damaged by fire or other catastrophic cause, so as to render such portion of the Property untenable, then Tenant can elect in writing to cancel this Lease with respect to the untenable portion(s) of the Property by providing written notice of its election to Landlord within thirty (30) days of the damage.

14.4 **Additional Remedies of Landlord.** In addition to the foregoing, if Tenant defaults with regard to any of the provisions of this Lease, and fails to cure such default to Landlord's satisfaction as provided in Landlord's notice to Tenant, Landlord, at its option, may thereafter (but not before), to the extent permitted by law: correct or cause to be corrected said default and charge the costs therefor to the account of Tenant; and/or correct or cause to be corrected said default and pay the costs thereof from the proceeds of any insurance.

14.5 **Landlord's Re-Possession of Property.** In the event that Landlord terminates this Lease, Landlord shall have the right to re-enter and repossess the Property without process of law, and Tenant, in such event, does hereby waive any demand for possession thereof, and agrees to surrender and deliver the Property peaceably to Landlord immediately upon such termination in good order, condition and repair, except for reasonable wear and tear.

No ejectment, re-entry or other act by or on behalf of Landlord shall constitute a termination unless Landlord gives Tenant notice of termination in writing. Such termination shall not relieve or release Tenant from any obligation incurred pursuant to this Lease prior to the date of such termination.

Termination of the Lease under this Section shall not relieve Tenant from the obligation to pay any sum due to Landlord or from any claim for damages against Tenant.

The right of termination provided by this Section is not exclusive and shall be cumulative to all other rights and remedies possessed by Landlord, and nothing contained herein shall be construed so as to defeat any other rights or remedies to which Landlord may be entitled.

14.6 **Acknowledgment of Adequacy of Relocation Benefits Paid.** If either Party terminates this Lease for any reason contemplated or authorized by this Section 14 or any other Section of the Lease, Tenant hereby expressly, knowingly and voluntarily waives any and all rights, benefits and/or assistance it may be entitled to receive from Landlord due to such termination, including, without limitation, loss of goodwill, inverse condemnation, or relocation assistance as provided for in California Government Code sections 7260, et seq. and 42 U.S.C. section 4601, et seq.

Tenant has been advised by its legal counsel concerning the content and effect of California Civil Code section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

In reference to the waiver set forth in this Section, by its initials below, Tenant waives the benefits of Civil Code Section 1542 and all other state or federal statutes, legal principles, or judicial decisions of similar effect. This provision shall survive the expiration or termination of this Lease.

15. LEGAL ACTIONS

Institution of Legal Actions. In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Such legal action must be instituted in the Superior Court of the County of San Bernardino, State of California, or in the Federal District Court in the Central District of California.

15.1 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Lease.

15.2 **Acceptance of Service of Process.** In the event that any legal action is commenced by Tenant against Landlord, service of process on Landlord shall be made by personal service upon the City Clerk, or in such other manner as may be provided by law.

In the event that any legal action is commenced by Landlord against Tenant, service of process on Tenant shall be made by personal service upon an officer and/or member of Tenant and shall be valid whether made within or without the State of California, or in such manner as may be provided by law.

15.3 **Attorneys' Fees and Court Costs.** In the event that either Landlord or Tenant shall bring or commence an action arising out of or in connection with this Lease the prevailing Party shall be entitled to and shall be paid reasonable attorneys' fees and court costs therefor.

16. GENERAL PROVISIONS

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

To Landlord: Mikey Fuentes, Dir. of Economic Development
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Tenant: Montclair Chamber of Commerce
9916 Central Avenue
Montclair, CA 91763

16.2 **Time of Essence.** Time is of the essence with respect to the performance of each and every provision of this Lease.

16.3 **Conflict of Interests.** No elected official, officer, contractor, agent or employee of Landlord shall have any personal interest, direct or indirect, in this Lease, nor shall any such elected official, officer, contractor, agent or employee participate in any decision relating to the Lease which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

16.4 **Non-liability of Landlord Officials and Employees.** No elected official, officer, contractor, agent or employee of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or successor or on any other obligation under the terms of this Lease.

16.5 **Inspection of Books and Records.** Landlord has the right at all reasonable times to inspect the books and records of Tenant pertaining to its operations on the Property as pertinent to the purposes of this Lease. Tenant also has the right at all reasonable times to inspect the books and records of Landlord pertaining to the Property as pertinent to the purposes of this Lease.

16.6 **Entry and Inspection of Property.** Landlord shall have the right at all reasonable times to enter the Property for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Property and the Improvements or to inspect the operations conducted thereon. Any such entry shall be made only after reasonable notice to Tenant. In the event that such entry or inspection by Landlord discloses that the Property or the Improvements are not in a

decent, safe, and sanitary condition, are damaged, or in disrepair, Landlord shall have the right, after thirty (30) days written notice to Tenant, to have any necessary maintenance or repair work done for and at the expense of Tenant and Tenant hereby agrees to pay promptly any and all costs incurred by Landlord in having such necessary maintenance or repair work done in order to keep the Property and the Improvements in a decent, safe and sanitary condition. The rights reserved in this Section shall not create any obligations on Landlord or increase any obligations imposed on Landlord elsewhere in this Lease.

16.7 **No Partnership.** Neither anything in this Lease contained, nor any acts of Landlord or Tenant shall be deemed or construed by any person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

16.8 **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties under this Lease.

16.9 **Compliance with Law.** Tenant agrees, at its sole cost and expense, to comply and secure compliance with all the requirements now in force, or which may hereafter be in force of all municipal, county, state and federal authorities, pertaining to the Property, as well as operations conducted thereon; and to faithfully observe and secure compliance with, in the use of the Property, all applicable city, county and municipal ordinances, rules and regulations and all state and federal statutes, rules, orders and regulations now in force or which may hereafter be in force, including all laws prohibiting discrimination or segregation in the use, sale, lease or occupancy of the property. The judgment of any court of competent jurisdiction, or the admission of Tenant or any sublessee or permittee in any action or proceeding against them, or any of them, whether Landlord be a party thereto or not, that Tenant, sublessee or permittee has violated any such law, rule, order or regulation in the use of the Property shall be conclusive of that fact as between Landlord and Tenant.

16.10 **Waiver.** Any failure or delay by either Party in asserting any of its rights and remedies under this Lease shall not operate as a waiver of any default or of any such rights or remedies. Delays by either Party in asserting any of its rights and remedies shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

16.11 **Rights and Remedies Are Cumulative.** The rights and remedies of the Parties under this Lease are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

16.12 **Severability.** If any provision of this Lease shall be adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

16.13 **Binding Effect.** This Lease, and the Terms, provisions, promises,

covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

16.14 **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the fully executed Lease.

16.15 **Authority to Enter Lease.** Each Party warrants that the individual who has signed this Lease on its behalf has the legal power, right, and authority to make this Lease and bind each respective Party thereto.

16.16 **Entire Agreement; Modifications.** This Lease constitutes the entire agreement between the Parties regarding the subject matter of this Lease, superseding all other agreements or understandings, whether written or oral. This Lease may not be modified or amended except in writing signed by the Parties. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, beneficiaries, successors and assigns.

[Signatures on Following Page]

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

LANDLORD

TENANT

By: _____
Javier John Dutrey, Mayor

By: _____
Steve Hammitt
President/CEO

Attest:

By: _____
Alison Walker, Deputy City Clerk

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

The following described real property, together with all improvements thereon:

TRACT 4212 LOT 1

APN: 1010-302-12-0000

**EXHIBIT B
LEASE SPACE DESCRIPTION**

Lease Space - one 144 square foot room, located at 9916 Central Avenue, Montclair, California, 91763, and depicted on the schematic immediately following this page. The Leased Space shall be deemed to include one parking space as designated by Landlord; the particular parking space available may be changed from time to time by Landlord with Landlord giving notice of any such changes to Tenant.

9916 Central Avenue
Property Layout





CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	STA666A
SECTION:	CONSENT - AGREEMENTS	DEPT.:	PUBLIC WORKS
ITEM NO.:	2	PREPARER:	M. HEREDIA

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 23-79, AMENDMENT NO. 1 TO AGREEMENT NO. 20-31 WITH SAN BERNARDINO COUNTY FOR CONSTRUCTION OF THE PIPELINE AVENUE PAVEMENT REHABILITATION PROJECT, SUBJECT TO ANY REVISIONS DEEMED NECESSARY BY THE CITY ATTORNEY

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 23-79, Amendment No. 1 to Agreement No. 20-31 with San Bernardino County for joint participation in a pavement rehabilitation project on Pipeline Avenue. Both the City and San Bernardino County wish to extend the contract by 18 months to allow the County sufficient time to close out the project and submit a final invoice to the City. Contract amendments require City Council approval.

A copy of proposed Agreement No. 23-79 with San Bernardino County is attached for the City Council's review and consideration.

BACKGROUND: The Pipeline Avenue Pavement Rehabilitation Project is a joint venture between the City of Montclair and the County of San Bernardino. The total project cost is estimated to be \$6,410,000. While the majority of the work is occurring outside of the City limits, the City will benefit from construction unit bid prices that are much lower than if the portion of the work within the City was bid as a standalone project.

The paving will extend from Phillips Boulevard north to Mission Boulevard. The rehabilitation project will repair damaged concrete, curb, gutter, and sidewalk. The main focus of the project is pavement rehabilitation. Therefore, the project will grind the existing pavement and resurface the street with new asphalt pavement.

The County has agreed to take the lead in the design and construction of the project. The City will be billed for the project.

FISCAL IMPACT: The City's project cost is currently estimated to be \$250,000 and will be funded with Senate Bill 1 Road Maintenance and Rehabilitation Account funds.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 23-79, Amendment No. 1 to Agreement No. 20-31 with San Bernardino County for the construction of the Pipeline Avenue Pavement Rehabilitation Project, subject to any revisions deemed necessary by the City Attorney.



Contract Number

20-501 A-1

SAP Number

City Agreement No. 23-79
Amendment No.1 to Agreement No. 20-31

Public Works

Department Contract Representative	Arlene B. Chun, M.S., P.E., Engineering Manager - Transportation Planning Division
Telephone Number	(909) 387-8167
Project	Pipeline Avenue and Chino Avenue Rehabilitation Project, Montclair and Chino Areas
Contractor	City of Montclair (CITY)
Contractor Representative	Monica Heredia, P.E., City Engineer
Telephone Number	(909) 625-9405
Contract Term	6/23/2020 – 6/30/2025
Original Contract Amount	\$250,000
Amendment Amount	\$0
Total Contract Amount	\$250,000
Cost Center	6650002000 34H14974

IT IS HEREBY AGREED AS FOLLOWS:

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

AMENDMENT NO. 1

Recitals

WHEREAS, San Bernardino County (COUNTY) and the City of Montclair (CITY) (COUNTY and CITY are also each referred to herein as “Party” and collectively referred to herein as “Parties”) previously entered into County Contract No. 20-501 (herein after referred to as “the Agreement”) wherein the Parties agreed to cooperate and jointly participate in pavement rehabilitation and an Americans with Disabilities Act (ADA) curb ramp and other related improvements project on Pipe Line Avenue and Chino Avenue in the Montclair area (PROJECT); and

WHEREAS, the Parties recognize that the PROJECT is nearing construction and additional time is needed to reconcile costs after PROJECT completion;

WHEREAS, extending the Agreement term by 18 months allows the COUNTY sufficient time to submit a final invoice to the CITY for PROJECT related costs, and close out the PROJECT;

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein, the Parties hereto agree the Agreement, County Contract No. 20-501, is amended as follows:

1. ADD paragraph 2.5, which shall read as follows:

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

2. DELETE the existing paragraph 3.24 and REPLACE it with a revised paragraph 3.24, which shall read as follows:

3.24 This Agreement will be effective on the date signed and approved by both Parties and shall terminate upon satisfaction of the terms identified in paragraph 3.16 or June 30, 2025 (whichever occurs first).

3. The Recitals of this Amendment No. 1 are incorporated into the Agreement by this reference.
4. Except as amended by this Amendment No. 1, all other terms and conditions of the Agreement, County Contract No. 20-501 shall remain the same.
5. This Amendment No. 1 may be executed by the Parties in counterparts, all of which together shall constitute a single agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment No. 1 (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment No. 1 upon request.
6. This Amendment No.1 to the Agreement, County Contract 20-501, is effective on the date it is approved and signed by both Parties.

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

SIGNATURES ON THE FOLLOWING PAGE

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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

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

By _____
Deputy

CITY OF MONTCLAIR

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

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

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

Title Mayor
(Print or Type)

Dated: _____

Address 5111 Benito Street
Montclair, CA 91763

Attest: _____
Alison Walker, Deputy City Clerk

FOR COUNTY USE ONLY

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



CITY COUNCIL AGENDA REPORT

DATE:	OCTOBER 16, 2023	FILE I.D.:	HSV044
SECTION:	CONSENT - AGREEMENTS	DEPT.:	HUMAN SVCS.
ITEM NO.:	3	PREPARER:	A. COLUNGA
SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 23-50 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO PROVIDE CASE MANAGEMENT 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. 23-50 with Ontario-Montclair School District (OMSD) to continue to provide case management services.

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

OMSD has reorganized, and MCC is now the Health & Wellness Department. Further, the partnership has expanded with OMSD's Case Management Program; two Clinical Supervisors and various social work interns are currently providing services to the City. The Case Management Program works with other service delivery providers to intervene and assist at-risk children and adults in the Montclair community. Through the case management system and coordination of services with other professionals, including Police and Code Enforcement Officers, Child or Adult Protective Services, community-based organizations, and mental health professionals, there is a higher level of effectiveness and less duplication of services. In addition, the case management program will provide emergency case management services as needed to Human Services programs beyond the normal operating hours of the school district, if needed.

FISCAL IMPACT: Should the City Council approve Agreement No. 23-50, the City's contractual obligation for the case management program will be \$4,178 per month at a total cost of \$50,136 for the term of the agreement. The funding for proposed Agreement No. 23-50 was allocated and approved within the Fiscal Year 2023-24 Budget for the Human Services Department. The term of the proposed Agreement No. 23-50 is July 1, 2023, through June 30, 2024.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 23-50 with OMSD to provide case management services, subject to any revisions deemed necessary by the City Attorney.

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

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 17th day of July 2023 by and between the City of Montclair, hereinafter referred to as the “**CITY**,” and the Ontario-Montclair School District, hereinafter referred to as the “**CONSULTANT**.”

1. Services To Be Performed by Consultant.

(a) **CONSULTANT** agrees to perform the services as set forth in Exhibit “A” to this Agreement on the dates and times mutually agreed upon by **CONSULTANT** and **CITY**.

(b) **CONSULTANT** may, at **CONSULTANT’s** own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement.

(c) **CONSULTANT** is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **CITY** and **CONSULTANT’s** agent or employees. **CONSULTANT** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment, **CONSULTANT**, its agents and employees, shall not be entitled to any rights and/or privileges of **CITY’s** employees and shall not be considered in any manner to be **CITY’s** employees.

2. Compensation.

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

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

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

(d) **CITY** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide **CONSULTANT** with a statement of earnings at the end of each calendar year. **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement

The term of this Agreement is from July 1, 2023 through June 30, 2024, unless sooner terminated, pursuant to the provisions of Section 6 of this Agreement. **CITY** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **CITY** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **CITY** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant.

(a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in the attached "Description of Services" to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT's** sole discretion, sees fit.

(b) At all times during the term of this Agreement, **CONSULTANT** agrees to provide workers' compensation insurance for **CONSULTANT's** employees and agents as required by law. **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(c) **CONSULTANT** shall defend, indemnify and hold **CITY** and its Council Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **CONSULTANT**, its officers, employees, agents or staff.

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

5. Obligations of City.

(a) **CITY** agrees to comply with all reasonable requests by **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of **CONSULTANT's** duties under this Agreement.

(b) **CITY** shall defend, indemnify and hold **CONSULTANT** and its Board Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **CITY**, its officers, employees, agents or staff.

6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, **CITY** may terminate this Agreement by giving written 90-day notification to **CONSULTANT**.

(c) If at any time during the performance of this Agreement **CITY** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **CITY** shall have the right to terminate the performance of **CONSULTANT's** services hereunder by giving written notification to **CONSULTANT** of its intention to terminate.

(d) In the event that **CITY** terminates this Agreement under paragraph (b) or (c) of this Section, **CONSULTANT** shall only be paid for those services rendered to the date of termination. All cash deposits made by **CITY** to **CONSULTANT**, if any, shall be refundable to **CITY** in full termination of this Agreement unless specified to the contrary below.

7. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for **CITY** and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

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

(c) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any matter whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except **CITY** may unilaterally amend the Agreement to accomplish the changes listed below:

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

(d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records and files of **CITY**, **CONSULTANT**, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the

administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of **CITY** or as part of any audit of **CITY**, for a period of three (3) years after final payment is made under this Agreement. **CONSULTANT** shall preserve and cause to be preserved such books, records and files for the audit period.

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

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

“CITY”

By:

“CONSULTANT”

By:

Signature

Signature

Javier John Dutrey
Printed Name

Phil Hillman
Printed Name

Mayor
Title

Chief Business Officer
Title

ATTEST:

950 West “D” Street
Address

Alison Walker
Deputy City Clerk

Ontario CA 91762
City State Zip

(909) 445-2500
Telephone Number

Date: _____

Date: _____

Date of City Council’s Approval: _____

END OF AGREEMENT FOR CONSULTANT SERVICES

Exhibit A

Description of Services

Services to be initiated through the attached agreement will be performed through the Ontario-Montclair School District Health & Wellness Department, formerly Montclair Community Collaborative (MCC). The following description of services specify the scope of work for CONTRACTOR which include:

- 1) Assist City with coordination of the case management system by working with City staff from all departments. Primary City interactions will occur through the Human Services Department.
 - a. The main contact will be the Clinical Services Supervisors between 7:30 am-4:30 pm Monday through Friday. If services are needed after 4:30 pm, City Staff will contact Cara Molina, the Executive Director of the Health & Wellness Department at 909-717-7247 or via email at Cara.Molina@omsd.net.
- 2) Follow all protocol, mandates, and confidentiality laws while providing case management services and receiving referrals through designated City of Montclair staff.
- 3) Work with school district, County, and other service providers to implement case management services.
- 4) Process assessment and intakes for referred individuals and gather necessary information from referring City staff, school, family members, and other service providers as needed. Maintain appropriate records.
- 5) Provide triage for counseling services as needed.
- 6) Oversee the extension of services through the supervision of bachelors' level interns. Interns will provide allied case management services.
- 7) Provision of services will occur through the City of Montclair Human Services Department as needed.
- 8) Monthly service delivery meetings will occur between the Case Manager and the City's Human Services Director.

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
OCTOBER 2, 2023, AT 6:10 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Johnson called the meeting to order at 6:10 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 September 18, 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 September 18, 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 6:20 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 6:20 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, OCTOBER 2, 2023, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor/Chair Dutrey called the meeting to order at 7:00 p.m. and announced tonight's meeting would be adjourned in memory of three individuals who have recently passed away: Montclair Fire Chaplain **Alan Olmos**, longtime Montclair resident and musician/songwriter **Terry Kirkman** of 1960s band The Association fame, and U.S. Senator **Dianne Feinstein**.

II. INVOCATION

Montclair Police Chaplain Joe McTarsney gave the invocation.

III. PLEDGE OF ALLEGIANCE

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

IV. ROLL CALL

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

City Manager/Executive Director Starr; Assistant City Manager/Director of Human Services Richter; Director of Finance Kulbeck; Director of Public Works/City Engineer Heredia; Acting Police Chief Reed; City Attorney Robbins; Deputy City Clerk Walker

Absent: Council Member/Director Martinez (arrived at 7:14 p.m.)

V. PRESENTATIONS

A. Presentation by Montclair Police Chaplain Joe McTarsney on Behalf of Maui County Council Member Thomas Cook of Official County Pins to the Montclair City Council in Gratitude for City's Wildfire Relief Efforts

Chaplain/Pastor McTarsney shared that **Calvary Montclair** collected donations from the Montclair community for a "Montclair to Maui" donation drive held to provide support and comfort to residents of Lahaina, Hawaii during the town's recovery from recent wildfires. He presented the Mayor and members of the City Council with official Maui County pins on behalf of Maui Council Member Cook.

B. Proclamation Declaring the Week of October 9, 2023, as Code Enforcement Officer Appreciation Week in the City of Montclair

Mayor Dutrey expressed his appreciation for the Code Enforcement Officer profession and presented the proclamation to Assistant Code Enforcement Manager Fondario along with Code Enforcement Supervisor Hargett and Code Enforcement Officers Ortiz, Romansky, Goodrich, and Muse.

C. Background of Community Choice Energy Presented by EES Consulting

John Valdivia and **Howard Choy** of **EES Consulting** provided a PowerPoint-led presentation about Community Choice Energy arrangements in which a city, or a Joint Powers Authority made up of member cities, purchases and sells electricity to residents while the current electricity provider continues to bill residents separately for electrical service delivery and infrastructure maintenance.

Council Member/Director Martinez arrived at 7:14 p.m.

Mr. Valdivia and **Mr. Choy** fielded questions from the City Council regarding prior rejection from San Bernardino County, cost benefits to residents, and interest from nearby cities.

Mayor Dutrey suggested the City Council may consider Community Choice Energy in the future if there is interest from surrounding cities to partner in such a venture.

VI. PUBLIC COMMENT

- **Bill Kaufman** expressed frustration over his failed attempts to schedule a meeting with staff to discuss the City’s receipt of a grant for development of a cannabis control ordinance, noting he has several samples and suggestions that would benefit the community.
- **Kati Parker, Chino Basin Water Conservation District** Board Member, invited the community to a Waterwise Garden and Pumpkin Festival on Saturday, October 7, from 11:00 a.m. to 3:00 p.m. at the Waterwise Community Center.
- **Carolyn Raft**, Board Trustee representing Montclair, **West Valley Mosquito and Vector Control District**, advised mosquitoes infected with West Nile Virus were found in the cities of Upland and Rancho Cucamonga, but none were found in Montclair.

VII. PUBLIC HEARINGS — None

VIII. CONSENT CALENDAR

Council Member Lopez noted he will abstain from voting on Item C-1 because he does business with a competitor of the contractor.

ACTION – Consent Calendar	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners Montclair Community Foundation Board
DISCUSSION:	Item B-5
MOTION:	Minor corrections to the minutes (Item A-1) and the dollar amount in Agreement No. 23-76 (Item C-3); and approve the remainder of the Consent Calendar as presented, with Council Member Lopez abstaining only on Item C-1.
MADE BY: SECOND BY:	Mayor Pro Tem/Vice Chair Johnson Council Member/Director Lopez
AYES: NOES: ABSTAIN: ABSENT:	Lopez*, Martinez, Ruh, Johnson, Dutrey None None None
RESULT:	Motion carried 5-0, *with Lopez abstaining on Item C-1.

A. Approval of Minutes

1. Regular Joint Meeting — September 18, 2023

ACTION – Consent Calendar – Item A-1	
ACTING:	City Council Successor Agency Board Montclair Housing Corporation Board Montclair Housing Authority Commissioners

ACTION – Consent Calendar – Item A-1	
	Montclair Community Foundation Board
MOTION:	Approve with a correction — adjournment in memory was not included.
RESULT:	Approved on Consent Calendar; motion carried 5-0.

B. Administrative Reports

1. Consider Approval of City Warrant Register and Payroll Documentation

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

2. Consider Authorizing the Receipt of \$32,295.80 from the California Board of State and Community Corrections (BSCC) Officer Wellness and Mental Health Grant 2022 for the Purpose of Improving Officer Wellness and Expanding Mental Health Sources

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

3. Consider Authorizing the Purchase of a JLG ET500J Towable Electric Boom Lift from United Rentals in the Total Amount of \$60,591.51

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

4. Consider Authorizing the Purchase of a 2023 Ford F-150 4x4 SuperCrew Vehicle for the Fire Department from Montebello Ford in the Total Amount of \$54,799.10

ACTION – Consent Calendar – Item B-4	
ACTING:	Montclair Housing Corporation Board
RESULT:	Approved on Consent Calendar; motion carried 5-0.

5. Consider Approving the Purchase of Shopping Carts, Whole Turkeys, and Assorted Items for the Montclair Holiday Food and Toy Basket Program

Vice Chair Johnson received clarification that carts would not need to be purchased again this year, and the inclusion was a mistake in the agenda report subject line.

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

C. Agreements

- 1. Consider Approval of Agreement No. 23-73 with Blais & Associates, Inc. for Grant Writing Services, Subject to Any Revisions Deemed Necessary by the City Attorney**

ACTION - Consent Calendar - Item C-1	
ACTING:	City Council
RESULT:	Approved on Consent Calendar; motion carried 4-0-1 with Lopez abstaining.

- 2. Consider Approval of Agreement No. 23-74 with the San Bernardino County Office of Emergency Services Authorizing the Receipt of \$17,776 from the FY 2022 Emergency Management Performance Grant, and Authorizing the Chief of Police to Sign Said Agreement**

Consider Authorizing a \$17,776 Appropriation from the Public Safety Grant Fund for the Purchase of Equipment to Upgrade the Emergency Operations Center (EOC)

Consider Authorizing Appropriations from the Contingency Fund in the Amounts of \$17,776 as a Dollar-for-Dollar Match to Receive the Grant Funds and \$25,052 to Cover the Remaining Balance of the EOC Upgrade Costs

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

- 3. Consider Approval of Agreement No. 23-76 with CASC Engineering, Inc. for Water Quality and Stormwater Compliance Services, Subject to Any Revisions Deemed Necessary by the City Attorney**

ACTION - Consent Calendar - Item C-3	
ACTING:	City Council
MOTION:	Approve with the following correction to the dollar amount in Section 5(a) of Agreement No. 23-76: \$168,240 <u>\$188,213.40.</u>
RESULT:	Approved on Consent Calendar; motion carried 5-0.

D. Resolutions

- 1. Consider Adoption of Resolution No. 23-3419 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges**

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

IX. PULLED CONSENT CALENDAR ITEMS — None

X. COUNCIL WORKSHOP

A. David Turch & Associates, Federal Legislative Advocate Presentation

The City Council continued this presentation to an adjourned meeting to be held on Monday, October 16, 2023, at 5:45 p.m. in the City Council Chambers.

XI. COMMUNICATIONS

A. Department Reports

1. Human Services — Upcoming Events and Programs

Assistant City Manager/Director of Human Services Richter announced the following upcoming events and programs:

- Montclair After-School Program (MAP) Hispanic Heritage Month cultural event — Friday, October 6, 5:00 to 7:00 p.m. at **Montclair Place** center court.
- Coed Youth Volleyball League games — Every Saturday October 7 through November 18, 9:00 a.m. to 11:00 a.m. at the Montclair Community Center.
- Youth Talent Showcase: “Where Stars are Born” — Saturday, October 14, at 3:00 p.m. in the Community Center.
- Food distribution events:
 - Montclair Monthly Food Distribution — Thursday, October 19, 9:30 a.m. to 10:30 a.m. in the Community Center; and
 - Feeding America Food Pantry — Wednesday, October 25, 9:00 to 11:00 a.m. in the Recreation Center courtyard.
- Holiday Food & Toy Basket Program — Appointments to apply for the program must be made by October 20. Donations accepted at the Recreation Center through December 13.
- MAP Lights On After School: “Booktropolis” — Thursday, October 26, at 6:30 p.m. in the Community Center.
- Montclair Halloween Spooktacular — Saturday, October 28, 6:00 to 9:00 p.m. at **Montclair Place**. Costume contest begins at 7:30 p.m.
- City of Montclair Community Health Fair — Thursday, November 2, 9:00 a.m. to noon in the Montclair Community Center.

B. City Attorney

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

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

Employee: City Manager

C. City Manager/Executive Director — None

D. Mayor/Chair

Mayor/Chair Dutrey recognized October for Ramadan, Breast Cancer Awareness Month, Filipino-, Italian-, and Polish-American Heritage Month, and LGBT History Month. He advised on October 12, at 10:30 a.m. there will be a ceremony naming the Montclair Post Office naming in Mayor Paul M. Eaton’s honor; and at 1:00 p.m. the West Valley Connector groundbreaking ceremony will take place at the **Ontario Convention Center**. He noted his attendance and complimented staff on the Sunset Park groundbreaking event last week.

E. Council Members/Directors

1. Council Member/Director Ruh noted his attendance at the **Soroptimist of Montclair/Inland Valley** Casino Night fun-raiser event along with the other Council Members and thanked those who volunteered and attended to make the event a success.
2. Council Member/Director Lopez promoted upcoming **Montclair High School** football games; encouraged the community to join students, parents, and teachers to march on National Walk to School Day on Thursday, October 4, at 7:00 a.m. starting at **Anthony Muñoz Park**; noted his attendance at the **Soroptimist** Casino Night event; and read a biography of **Mr. Kirkman**.
3. Mayor Pro Tem/Vice Chair Johnson stated the Casino Night fundraiser supports higher education costs for low-income single mothers. She also reported her and Council Member Martinez's attendance at the **League of California Cities** Annual Conference in Sacramento last week, and invited the community to the re-scheduled grand opening of **SED Cocina** on Thursday, October 5, at noon hosted by the **Montclair Chamber of Commerce**.
4. Council Member/Director Martinez thanked Acting Police Chief Reed for accompanying her to the Long Beach Plane Pull fundraiser for the **Special Olympics**; and noted she has heard overwhelming excitement and support for the improvements to come at Sunset Park and other City parks.

F. Committee Meeting Minutes

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

1. Personnel Committee – September 18, 2023

XII. CLOSED SESSION

At 8:05 p.m., the City Council went into closed session to discuss labor negotiations concerning the City Manager.

XIII. CLOSED SESSION ANNOUNCEMENTS

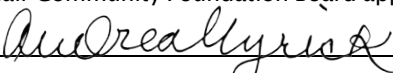
At 8:27 p.m., the City Council returned from closed session. Mayor Dutrey announced that the City Council met in closed session to discuss labor negotiations concerning City Manager; information was received and direction given to staff; and no further announcements would be made at this time.

XIV. ADJOURNMENT

At 8:27 p.m., the Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation Board were adjourned.

At 8:27 p.m., the City Council was adjourned to Monday, October 16, 2023, at 5:45 p.m. in the City Council Chambers for a legislative update presentation from **David Turch & Associates**.

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
Montclair Fire Department Chaplain **Alan Olmos**,
Montclair resident **Terry Kirkman**, and U.S. Senator **Dianne Feinstein**.*

CITY OF MONTCLAIR

TREASURER'S REPORT

FOR THE MONTH ENDING

September 30, 2023

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STATEMENT OF CASH AND INVESTMENT ACCOUNTS

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CASH AND INVESTMENTS BY TYPE

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

September 30, 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 \$ 48,626,488

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 September 30, 2023

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	\$ 2,022,487.32	\$ 767,624.09	\$ 2,338,037.98	\$ (3,550,757.05)	\$ (3,098,683.62) (1)
Gas Tax Fund	(116,997.58)	-	118,113.72	-	(235,111.30) (2)
Road Maintenance - Section 2032	2,207,997.06	80,033.50	-	-	2,288,030.56
Measure I Fund	5,851,181.28	77,031.87	-	-	5,928,213.15
Traffic Safety	99,175.48	21,909.13	-	-	126,276.56
Disability Access Fund - Bus. License	54,810.90	724.00	2,861.10	8,053.05	55,534.90
Park Maintenance	9,800.26	3,204.14	7,333.10	-	5,671.30
Park Development	1,540,507.06	700.00	-	-	1,541,207.06
CDBG	(38,851.92)	12,902.06	8,926.97	-	(34,876.83) (2)
SB2 Planning Grant	(56,875.00)	-	-	-	(56,875.00) (2)
Air Quality Improvement Trust	72,323.49	-	1,218.00	-	71,105.49
Senior Nutrition Program	(117,772.38)	60,848.44	15,601.64	-	(72,525.58) (2)
American Rescue Plan	-	-	-	-	-
Forfeiture Fund - State	103,002.70	-	-	-	103,002.70
Proposition 30/SB 109	83,683.54	-	-	-	83,683.54
SB 509 Public Safety	171,097.88	-	35,791.49	-	135,306.39
Forfeiture Fund-Federal/DOJ	564,491.27	86,785.70	-	-	651,276.97
Asset Seizure Fund	2.45	0.30	-	-	2.75
Section 11489 Subfund	29,580.09	-	-	-	29,580.09
Fed Asset Forfeiture-Treasury	120,449.59	-	-	-	120,449.59
School District Grant Fund	71,496.00	-	-	-	71,496.00
State Supplemental Law Enforce	283,342.06	-	-	-	283,342.06
Local Law Enforcement Block Gr	260.51	-	-	-	260.51
PC 1202.5 Crime Prevention	2,461.88	10.92	-	-	2,472.80
Recycling Grant Fund	119,239.18	-	-	-	119,239.18
Statewide Park Dev Grant	174,976.00	-	2,000.00	(174,976.32)	(3,760.57) (2)
Homeless Housing Assist Preven	(1,760.57)	-	-	-	(82,236.25) (2)
LEAP Grant	(82,236.25)	-	-	-	(1,016,184.12) (2)
After School Program Fund	(755,492.04)	14,848.00	275,540.08	-	1,290.78
City of Hope	1,290.78	-	-	-	1,290.78
Safety Dept. Grants	59,205.72	-	-	-	59,205.72
OSMD Immunization Grant	1,370.50	-	-	-	1,370.50
Kaiser Permanente Grant	2,684.24	-	379.53	-	2,304.71
Resource Center Grant - OMSD	18,831.11	-	299.90	-	18,531.21
Title IIIB Sr Support Services	(16,842.62)	-	3,916.02	-	(20,758.64) (2)
Healthy Community Strategic Plan	7,785.58	-	-	-	7,785.58
ASES Supplemental Grant	204,056.44	-	-	-	204,056.44
E.M.S. - Paramedic Fund	(8,695.76)	3,811.48	509.90	-	(5,394.18) (3)
Economic Development	2,102,340.40	-	2,802.66	785,229.00	2,884,766.74
City Contributions/Donations Fund	500.00	-	-	-	500.00
Sewer Operating Fund	2,620,332.67	403,410.73	346,400.63	(120,000.00)	2,557,342.77
Sewer Replacement Fund	2,675,540.73	-	-	-	2,675,540.73
CFD 2011-1 (Passes)	236,878.72	-	80,934.94	(94,589.00)	61,354.78
CFD 2011-2 (Arrow Station)	125,072.50	-	17,986.40	(27,936.00)	79,150.10
Inland Empire Utility Agency	5,098,262.44	-	-	(13,760.36)	5,084,502.08
Sewer Expansion Fee Fund	982,237.85	-	-	13,760.36	995,998.21
Developer Impact Fees - Local	1,347,625.12	149.00	-	-	1,347,774.12
Developer Impact Fees - Regional	425,758.82	335.00	-	-	426,093.82
Burtec Pavement Impact Fees	268,046.51	-	-	-	268,046.51
PUC Reimbursement Fund-MVGS	262,502.41	-	-	-	262,502.41
Utility Underground In-Lieu	383,396.52	-	-	-	383,396.52
General Plan Update Fee	106,141.00	747.85	-	-	106,888.85
Housing Fund	879,108.20	-	-	-	879,108.20
Public Education/Govt. PEG Fee Fund	129,911.64	-	-	-	129,911.64
Infrastructure Fund	(1,079,086.65)	234,231.70	-	174,976.32	(669,878.63) (4)
COVID-19	4,924,216.63	-	-	-	(92,796.74)
Successor Agency Bonds-Taxable	8,070,184.91	-	8,631.00	-	4,924,216.63
2021 Lease Revenue Bond Proceeds	(521,369.41)	3,552.13	441,893.09	(3,552.13)	8,061,553.91
2014 Lease Revenue Bond Debt Svc	(32,712.05)	210,679.33	1,819,193.75	-	(963,262.50)
2021 Lease Revenue Bond Debt Svc	(9,263.96)	801,916.05	734,206.25	3,552.13	(1,641,226.47) (5)
Pension Obligation Bond Debt Svc	(7,293.99)	1,165,105.95	1,000.00	-	61,997.97
Contingency Fund	0.96	-	-	-	1,156,811.96
Assigned General Fund Reserves	30,276,749.23	-	-	3,000,000.00	0.96
TOTALS	\$ 71,854,350.71	\$ 3,950,561.37	\$ 6,263,578.15	\$ 3,000,000.00	\$ 69,541,333.93

Negative Cash Notes follow this presentation.

Notes on Negative Cash Balances

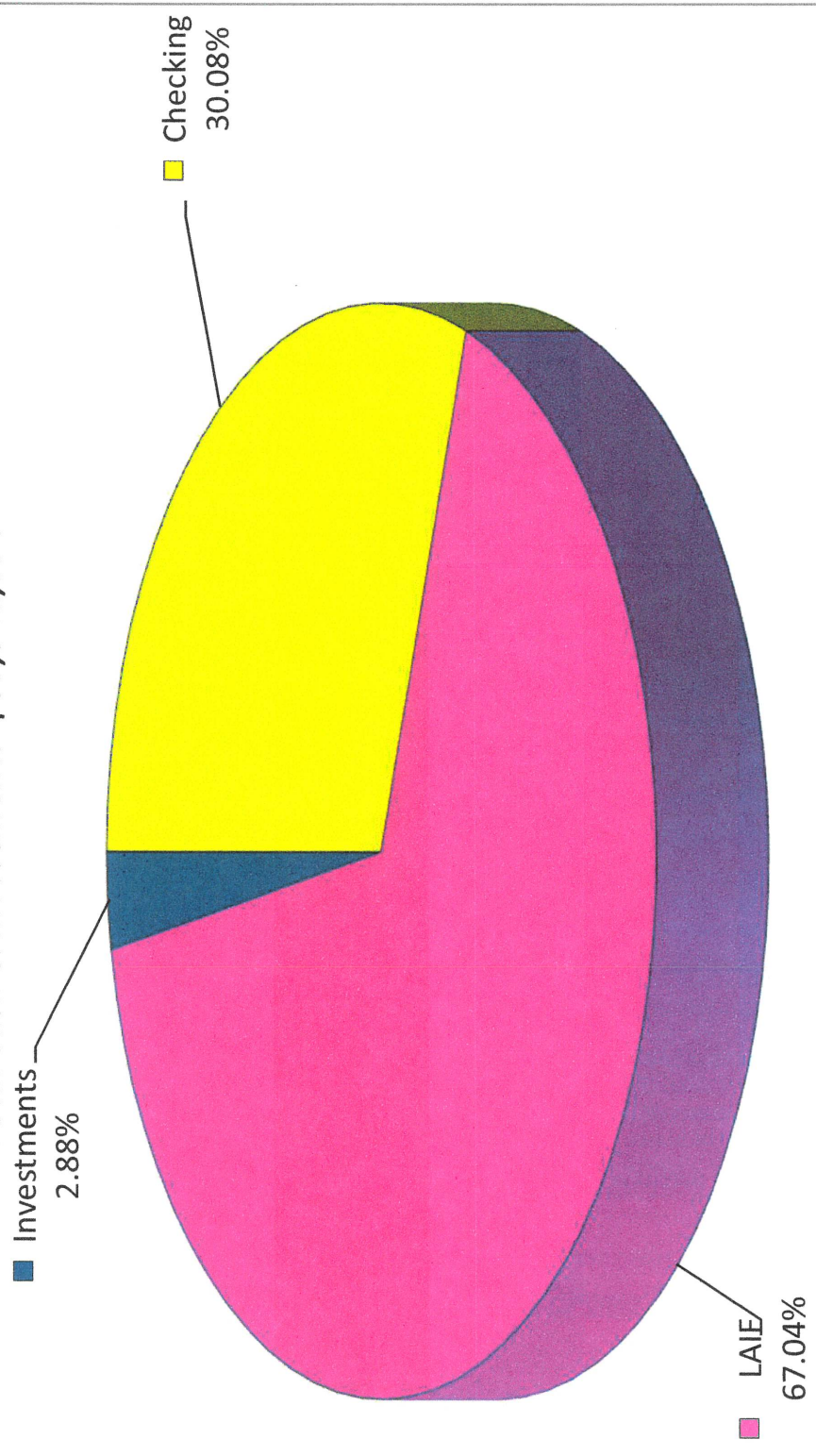
- (1) The General Operating Fund may have a negative cash for the majority of the fiscal year awaiting property and sales tax collections. This is covered by the Contingency Fund and other General Fund Reserve Funds until those collections are received. As Contingency and General Reserves exceed this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

**CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF September 30, 2023**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Checking Account							\$ 20,912,374.16
Asset Seizure Account							\$ 2,471.40
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
Local Agency Investment Fund (LAIF)				3.610%	45,729,439.50	46,626,488.37	
First American Government					2,000,000.00	2,000,000.00	
					<u>\$ 47,729,439.50</u>		\$ 48,626,488.37
U.S. AGENCY SECURITIES							
					\$ -		\$ -
TOTAL							<u>\$ 69,541,333.93</u>

Current market values obtained from US Bank.

**CITY OF MONTCLAIR
CASH AND INVESTMENTS BY TYPE
September 30, 2023
Total Cash & Investments \$69,541,334**



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
TREASURER'S REPORT
FOR THE MONTH ENDING
September 30, 2023**

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH BY FUND
September 30, 2023**

COMBINED OPERATING FUND

Operating	<u>(24,945.62)</u>	\$ (24,945.62)
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LRPRP Fund

Operating	<u>0.00</u>	\$ 0.00
-----------	-------------	---------

RORF

	1,104,927.34	
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	
		\$ 1,104,927.34

TOTAL CASH

\$ 1,079,981.72

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH
September 30, 2023**

Checking Account

US Bank

1,079,981.72

TOTAL CASH

1,079,981.72

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
September 30, 2023**

City of Montclair
 Final Warrant Register
 Council Date 10/16/2023
 Regular Warrants
 Checking Account: Successor to the RDA

	Warrants	US Bank transfers	Area Totals
SRDA Combined Operating Fund	0.00	4,339.34	4,339.34
RORF (Redevelopment Obligation Retirement Funds)	0.00	0.00	0.00
	0.00	4,339.34	

September 2023 Total **4,339.34**

Note: Reimburse City for 09/14 payrolls
 Reimburse City for 09/28 payrolls

Vice Chair Johnson

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 09/01/2023 To 09/29/2023

Printed on 10/03/2023 at 5:43 PM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
09/28/2023	\$1981.43	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 09/28/23 Payroll
Initiate Date 09/28/2023
Initiate Time 02:05PM CDT
Initiated By JKULBECK
Completed Date 09/28/2023
Completed Time 02:05PM CDT

Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
09/18/2023	\$2357.91	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 09/14/23 Payroll
Initiate Date 09/18/2023
Initiate Time 07:20PM CDT
Initiated By JKULBECK
Completed Date 09/18/2023
Completed Time 07:20PM CDT

Total Number of Book Transfers: 2
Total Amount of Book Transfers: \$4,339.34

--- End of Report ---

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

September 30, 2023

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**CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS
September 30, 2023**

	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account			
US Bank			485,605.11
 Investments			
LAIF	3.61%	1,042,529.35	1,058,589.74
TOTAL CASH & INVESTMENTS			1,544,194.85

NOTE:

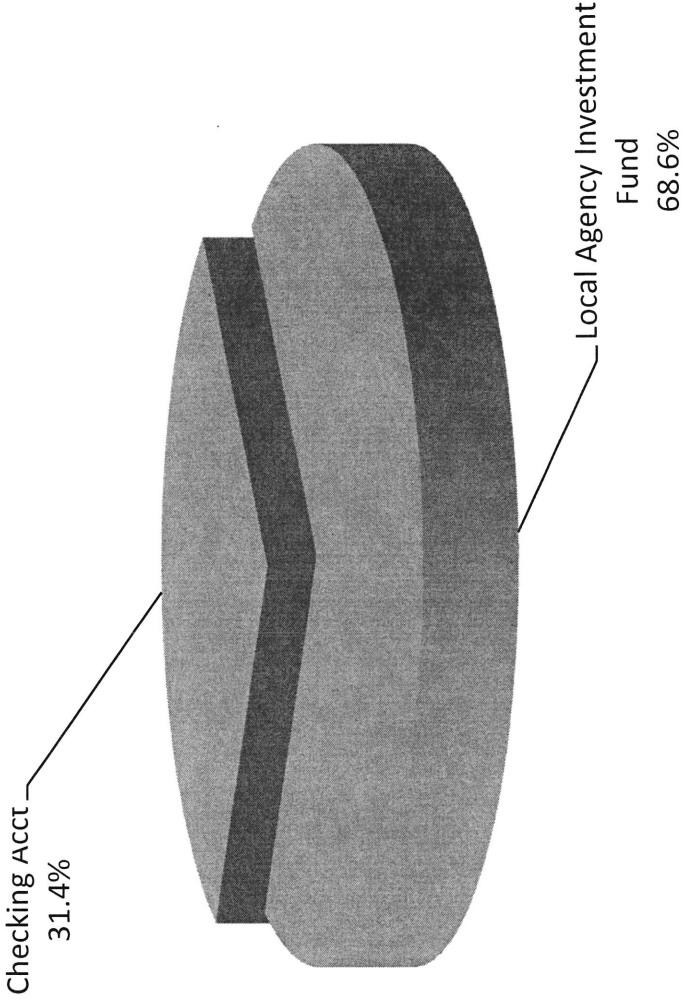
Pursuant to the Corporation's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

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
September 30, 2023**

Total Cash & Investments - \$1,544,195



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER
FOR THE MONTH ENDING
September 30, 2023**

City of Montclair
Final Warrant Register
Council Date 10/16/2023
Regular Warrants
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers</u>	<u>Totals</u>
107,915.90	0.00	0.00	0.00	107,915.90

September 2023 Total

107,915.90

US Bank transfers:

Vice Chair Johnson

Accounts Payable

Checks by Date - Summary by Check Number

User: cramirez
Printed: 10/3/2023 5:37 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
5537	Hugo001	Hugo Jaramillo	09/14/2023	10,535.00
5538	mont002	City of Montclair	09/14/2023	2,590.75
5539	mont074	Monte Vista Water District	09/14/2023	2,219.48
5540	Perf003	Performance Construction & Remodeling I	09/14/2023	49,800.00
5541	Sout018	Southern California Edison Co	09/14/2023	956.62
5542	Sout021	Southern California Gas Co	09/14/2023	487.95
5543	Hugo001	Hugo Jaramillo	09/28/2023	6,875.00
5544	land012	Landscape Maintenance Unlimited	09/28/2023	4,710.00
5545	mont074	Monte Vista Water District	09/28/2023	1,501.10
5546	Obli001	The Obliterator	09/28/2023	2,190.00
5547	Perf003	Performance Construction & Remodeling I	09/28/2023	26,050.00
Report Total (11 checks):				107,915.90

**CITY OF MONTCLAIR
HOUSING AUTHORITY
TREASURER'S REPORT
FOR THE MONTH ENDING
September 30, 2023**

Schedule 1

**CITY OF MONTCLAIR
HOUSING AUTHORITY
STATEMENT OF CASH
September 30, 2023**

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

NOTE:

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

**CITY OF MONTCLAIR
HOUSING AUTHORITY
WARRANT REGISTER
FOR THE MONTH ENDING
September 30, 2023**

City of Montclair
Final Warrant Register
Council Date 10/16/2023
Regular Warrants
Checking Account: MHA

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

Vice Chair Johnson