CITY OF MONTCLAIR

AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND MONTCLAIR HOUSING CORPORATION MEETINGS

To be held in the Council Chambers
5111 Benito Street, Montclair, California

August 17, 2009

7:00 p.m.

As a courtesy please silence your cell phones, pagers, and other electronic devices while the meeting is in session. Thank you.

The CC/RDA/MHC meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

I. **CALL TO ORDER** – City Council, Redevelopment Agency, and Montclair Housing Corporation

II. **INVOCATION**

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council 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 endorse any particular religious belief or form of invocation.

III. **PLEDGE OF ALLEGIANCE**

IV. **ROLL CALL**

V. **PRESENTATIONS**

A. Proclamation Declaring September 2009 as "L.A. County Fair Month" in the City of Montclair

VI. **PUBLIC COMMENT**

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members and Redevelopment Agency and Montclair Housing Corporation Boards of Directors. (Government Code Section 54954.3)

Under the provisions of the Brown Act, the Council/Agency/MHC is prohibited from taking action on items not listed on the agenda.

VII. **PUBLIC HEARINGS** - None

VIII. **CONSENT CALENDAR**

A. Approval of Minutes

1. Minutes of Regular Joint Council/Agency/MHC Meeting of August 3, 2009 [CC/RDA/MHC]

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B.	Administrative Reports	
1.	Consider Receiving and Filing of Treasurer's Report [CC]	4
2.	Consider Approval of Warrant Register and Payroll Documentation [CC]	5
3.	Consider Receiving and Filing of Treasurer's Report [RDA]	6
4.	Consider Approval of Warrant Register [RDA]	7
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6.	Consider Approval of Warrant Register [MHC]	9
7.	Consider Declaring Unclaimed Bicycles in Police Custody as Surplus and Available for Donation to California Institution for Women [CC]	10
8.	Consider Approval of Filing of a Notice of Completion for Construction of the 9916 Central Avenue Improvement Project; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [CC]	
	Consider Release of Retention 30 Days After Recordation of Notice of Completion [CC]	12
C.	Agreements	
1.	Consider Approval of Agreement Nos. 09-70, 09-71, 09-72, and 09-73 with Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball, Respectively, for use of Ball Field Facilities [CC]	14
2.	Consider Approval of Agreement No. 09-74 with American Youth Soccer Organization for Use of Multipurpose Field at Saratoga Park [CC]	43
3.	Consider Approval of Agreement No. 09-75, a Loan Agreement by and between the City of Montclair Redevelopment Agency and Pomona Valley Habitat for Humanity, Inc. [RDA]	50
4.	Consider Approval of Agreement No. 09-76 with TRI-Products, Inc., for Electronic Waste Collection Services [CC]	53
5.	Consider Approval of Agreement No. 09-77 with the United States Department of Justice to Accept a Community Oriented Policing Services Hiring Recovery Program Grant Award [CC]	
	Consider Authorization of an Appropriation to Employ Two Additional Police Officers [CC]	57
6.	Consider Approval of Agreement No. 09-78, a Purchase and Sale Agreement by and between the City of Montclair Redevelopment Agency and Mr. Judas Duarte for Acquisition of the Single-Family Residence Located at 9010 Fremont Avenue [RDA]	
	Consider Authorization of a $230,000 Appropriation from the Housing Fund for Acquisition and Closing Costs [RDA]	64

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D. Resolutions

1. Consider Adoption of Resolution No. 09-2811 Determining the Status of Local Safety Employee Robert Vernon Hill [CC] 67

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney/Agency Counsel

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

E. Committee Meeting Minutes *(For Informational Purposes Only)*

1. Minutes of the Personnel Committee Meeting of August 3, 2009 71

XII. COUNCIL/AGENCY WORKSHOP

A. Review of Financial Audit by Lance Soll & Lunghard, LLP

(Council/Agency may consider continuing this item to an adjourned joint meeting on Tuesday, September 8, 2009, at 5:45 p.m. in the City Council Chambers).

XIII. ADJOURNMENT OF CITY COUNCIL AND REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Tuesday, September 8, 2009, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Redevelopment Agency Board, or Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 625-9415. Notification 48 hours 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, Yvonne L. Smith, Deputy 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 bulletin board adjacent to the south door of Montclair City Hall on August 13, 2009.

AGENDA REPORT

SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT	**DATE:**	August 17, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	1
BUSINESS PLAN:	N/A	**FILE I.D.:**	FIN520
		DEPT.:	ADMIN. SVCS.

REASON FOR CONSIDERATION: State law requires the City Council to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending July 31, 2009.

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 July 31, 2009.

Prepared by: _____ Reviewed and Approved by: _____

Proofed by: Kathy Dalton Presented by: _____

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	**DATE:**	August 17, 2009
		SECTION:	ADMIN. REPORT
		ITEM NO.:	2
		FILE I.D.:	FIN540
BUSINESS PLAN:	N/A	**DEPT.:**	ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Register dated August 17, 2009, and Payroll Documentation dated June 7, 2009; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated August 17, 2009, totals $1,899,240.91. The Payroll Documentation dated June 7, 2009, totals $632,299.63, with $475,915.94 being the total cash disbursement.

RECOMMENDATION: Staff recommends the above referenced Warrant Register and Payroll Documentation be approved as presented.

Prepared by:	Yvonne L. Smith	Reviewed and Approved by:	
Proofed by:	Kathy Dalton	Presented by:	

AGENDA REPORT

SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT	**DATE:**	August 17, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	3
		FILE I.D.:	FIN510
BUSINESS PLAN:	N/A	**DEPT.:**	REDEVELOPMENT

REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending July 31, 2009.

FISCAL IMPACT: Routine—report of the Agency's cash and investments.

RECOMMENDATION: Staff recommends the Agency Board of Directors receive and file the Treasurer's Report for the month ending July 31, 2009.

Prepared by: _____ Reviewed and Approved by: _____

Proofed by: Kathy Dalton Presented by: _____

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	**DATE:**	August 17, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	4
		FILE I.D.:	FIN530
BUSINESS PLAN:	N/A	**DEPT.:**	REDEVELOPMENT

REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 07/01/09 - 07/31/09 in the amounts of $5,696.26 for Project I; $153.78 for Project II; $650,682.26 for Project III; $48,281.86 for Project IV; $117,275.92 for Project V; and $12,000.00 for Mission Boulevard Joint Redevelopment Project and finds it to be in order.

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

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending July 31, 2009.

Prepared by: _____ Reviewed and Approved by: _____

Proofed by: Kathy Dalton Presented by: _____

AGENDA REPORT

SUBJECT:	CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT	**DATE:**	August 17, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	5
BUSINESS PLAN:	N/A	**FILE I.D.:**	FIN525
		DEPT.:	MHC

REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending July 31, 2009.

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 July 31, 2009.

Prepared by: _____ Reviewed and Approved by: _____

Proofed by: Kathy Dalton Presented by: _____

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER	**DATE:**	August 17, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	6
		FILE I.D.:	FIN545
BUSINESS PLAN:	N/A	**DEPT.:**	MHC

REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 07/01/09 - 07/31/09 in the amount of $17,188.25 for the Montclair Housing Corporation and finds it to be in order.

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

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending July 31, 2009.

Prepared by:

Proofed by: Kathy Dutton

Reviewed and Approved by:

Presented by:

AGENDA REPORT

SUBJECT:	CONSIDER DECLARING UNCLAIMED BICYCLES IN POLICE CUSTODY AS SURPLUS AND AVAILABLE FOR DONATION TO CALIFORNIA INSTITUTION FOR WOMEN	**DATE:**	August 17, 2009
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	7
		FILE I.D.:	EQS051/052
BUSINESS PLAN:	N/A	**DEPT.:**	POLICE

REASON FOR CONSIDERATION: The City Council is requested to declare unclaimed bicycles in Police custody as surplus so they may be made available for donation to the California Institution for Women.

BACKGROUND: The bicycles included on the attached list are considered unclaimed property in Police custody. Upon being declared as surplus by the City Council, the bicycles would be available for donation to the California Institution for Women.

FISCAL IMPACT: There would be no fiscal impact to the City resulting from the donation of the surplus bicycles.

RECOMMENDATION: Staff recommends the City Council declare unclaimed bicycles in Police custody as surplus and available for donation to the California Institution for Women.

Prepared by:		Reviewed and Approved by:	
Proofed by:		Presented by:	

CITY OF MONTCLAIR
BICYCLE PROPERTY LIST FOR CIW
AUGUST 2009

Montclair Police Department

Tag No.	Quantity	Description	Serial No.	CR#	Notation
1	1	BLUE RAND MOUNTAIN BICYCLE		09-2121	
2	1	BLUE BICYCLE WTHOUT SEAT		09-2190	
3	1	GREEN FREE SPIRIT BICYCLE	S07474270	09-1209	
4	1	GREEN SIERRA QUEST MOUNTAIN BICYCLE	LWFH147944	09-0811	
5	1	GREY SCHWINN MOUNTAIN BICYCLE W/ ATTACHED MILK CRATE	SNHUA04G99185	09-1472	
6	1	RED HUFFY BICYCLE		09-3117	
7	1	PURPLE CENTURION BICYCLE	367940	09-3110	
8	1	BLUE TREK 800 MOUNTAIN BICYCLE		09-2740	
9	1	BLACK BICYCLE		09-3306	
10	1	SILVER BICYCLE		09-3785	

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF FILING OF A NOTICE OF COMPLETION FOR CONSTRUCTION OF THE 9916 CENTRAL AVENUE IMPROVEMENT PROJECT; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS

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

DATE: August 17, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 8

FILE I.D.: RDA685

DEPT.: PUBLIC WORKS

BUSINESS PLAN: **STRATEGIC PRIORITY NO. 3, GOAL 3**

REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. Notices of Completion require City Council approval.

BACKGROUND: On June 15, 2009, Sam Construction Co. was awarded a contract for construction of the 9916 Central Avenue Improvement Project and entered into Agreement No. 09-48. All work required pursuant to Agreement No. 09-48 has been satisfactorily completed. Work consisted of exterior improvements to the rear of the home including a new concrete patio and patio cover, steps, a relocated air conditioning unit, and electrical upgrades including additional patio lighting.

FISCAL IMPACT: During the course of construction, it was necessary to adjust a few quantities as well as modify the project Scope of Services through construction change orders. The changes ultimately increased the total construction cost from the awarded amount of $47,770.00 to the final cost of $51,168.58, an increase of $3,398.58.

RECOMMENDATION: Staff recommends the City Council take the following actions regarding completion of the 9916 Central Avenue Improvement Project:

1. Approve the filing of a Notice of Completion with the Office of the County Recorder.
2. Reduce the Faithful Performance Bond to 10 percent.
3. Retain the Payment Bond for six months.
4. Release retention 30 days after recordation of Notice of Completion.

Prepared by: _____ Reviewed and Approved by: M. STAATS

Proofed by: _____ Presented by: _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Montclair, City Clerk's Office
5111 Benito Street/P. O. Box 2308
Montclair, CA 91763

APN NO. : N/A (Space above this line for Recorder's Use)

NOTICE OF COMPLETION

NOTICE is hereby given that:

The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is: fee

The full name and address of the undersigned is Michael C. Hudson, City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

The work was completed on that certain work known as 9916 Central Avenue Improvement Project

for the undersigned City of Montclair, a Municipal Corporation, on the 17th day of August, 2009

The City accepted the job on the 3rd day of August, 2009

The Contractor on said job was Sam Construction Co.
3842 Rumba St.
Riverside, CA. 92501

The improvement consisted of Roofing and concrete improvements

The property upon which said work of improvement was completed is described as: 9916 Central Avenue

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: _____ at 5111 Benito Street, Montclair, California

_____
City Engineer, City of Montclair

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NOS. 09-70, 09-71, 09-72, AND 09-73 WITH MONTCLAIR LITTLE LEAGUE, MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE, AND ALL CITIES YOUTH BASE-BALL, RESPECTIVELY, FOR USE OF BALL FIELD FACILITIES	**DATE:**	August 17, 2009
		SECTION:	AGREEMENTS
		ITEM NO.:	1
		FILE I.D.:	ATH020/215/218
BUSINESS PLAN:	N/A	**DEPT.:**	COMMUNITY DEV.

REASON FOR CONSIDERATION: The Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball have requested use of City facilities for their fall/winter sports activities. Proposed Agreement Nos. 09-70, 09-71, 09-72, and 09-73 are attached for City Council review and consideration.

BACKGROUND: Pursuant to proposed Agreement Nos. 09-70 and 09-71, Montclair Little League would use the northwest field at Kingsley Park and the two southern and two northern fields at Saratoga Park for games and other league activities weekdays and Saturdays. Pursuant to proposed Agreement No. 09-72, Montclair Golden Girls Softball League would use Vernon Park for games and other league activities on weekdays and Saturdays. Pursuant to proposed Agreement No. 09-73, All Cities Youth Baseball would use Essex Park for games and other league activities weekdays and Saturdays. Sunday field use by all leagues is only permitted in the event ball games are rained out.

Montclair Little League and Montclair Golden Girls Softball League have each requested the use of lights for activities that may be conducted after dark. Each league has agreed to pay $10 per hour per field for such use.

Proposed Agreement Nos. 09-70, 09-71, 09-72, and 09-73 with the respective Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball would be effective September 1, 2009, through November 30, 2009.

FISCAL IMPACT: Should the City Council approve the proposed Agreements, a total of approximately $200,000 ($50,000 per park) in maintenance and upkeep costs would be associated with the leagues' use of the subject parks.

RECOMMENDATION: Staff recommends the City Council approve Agreement Nos. 09-70, 09-71, 09-72, and 09-73 with the Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball, respectively, for use of ball field facilities.

Prepared by:	Steve Lustro	Reviewed and Approved by:	Steve Lustro
Proofed by:	Christine Smiddy	Presented by:	

AGREEMENT NO. 09-70
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF KINGSLEY PARK

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called CITY, and Montclair Little League, hereinafter called LEAGUE.

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for September 1, 2009, through November 30, 2009.

SECTION 1: LEAGUE hereby agrees as follows:

a. Not to use the premises for any other purpose, except as above indicated.

b. Not to sublet the field.

c. Not to make any improvements or alterations on said premises.

d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.

e. Not to erect any barriers or fences of any kind unless approved by CITY.

f. Not to use herbicides at the park for any purpose.

g. Not to disconnect or make changes to existing phone line account.

h. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.

i. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and LEAGUE will not be permitted to use the facilities.

j To maintain all equipment and appliances within the snack bar and snack bar building at all times, including for graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building.

k. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one Fire Extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.

l. To deposit, with the CITY representative, the sum of Two Hundred Dollars ($200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

m. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

n. To be responsible for the payment of an alarm fee at the rate of Forty Dollars ($40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.

o. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.

p. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish & supply personnel to conduct and supervise LEAGUE activities on the premises.

q. If LEAGUE elects to use lights prior to regular season play, to be responsible for the payment of electrical services associated with such lighting at the rate of Ten Dollars ($10) per hour, per field; to remit prompt payment to CITY upon receipt of monthly invoice.

r. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.

s. To provide CITY with participant rosters, practice and game schedules.

t. To provide CITY with financial statements upon request for audit purposes.

u. To designate one individual as the LEAGUE's representative to work with the CITY's representative.

v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.

w. It is agreed that LEAGUE may use said baseball fields from September 1, 2009, through November 30, 2009, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.

x. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars ($1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars ($300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

y. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.

aa. To conduct all operations in compliance with the Americans with Disabilities Act.

SECTION 2: CITY hereby agrees as follows:

a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.

b. To pay for all water used on premises.

c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.

d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.

e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.

f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.

g. To refund, at the end of the agreement period and upon approval of the Community Development Director, LEAGUE's cleaning deposit.

h. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused the use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____.

_____
MAYOR, CITY OF MONTCLAIR

ATTEST:

_____
CITY CLERK, CITY OF MONTCLAIR

_____
PRESIDENT
MONTCLAIR LITTLE LEAGUE

_____
SECRETARY
MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

AUGUST 2009

After Hours Emergency - Call Montclair PD	**Montclair Police Dept**		**(909) 621-4771**
Ground Maintenance Issues	Assistant Public Works Superintendent	Xavier Mendez	(909) 625-9467work (909) 721-1755 cell
Building Maintenance Issues	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Sports League Administration Issues	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Vandalism	Public Works Superintendent	Mario Orioli	(909) 625-9466
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429

AGREEMENT NO. 09-71
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF SARATOGA PARK

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called CITY, and Montclair Little League, hereinafter called LEAGUE.

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) activities at such times and hours set forth in Section 1(x). The term of this Agreement is for September 1, 2009, through November 30, 2009.

SECTION 1: LEAGUE hereby agrees as follows:

a. Not to use the premises for any other purpose, except as above indicated.

b. Not to sublet the field.

c. Not to make any improvements or alterations on said premises.

d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.

e. Not to erect any barriers or fences of any kind unless approved by CITY.

f. Not to use herbicides at the park for any purpose.

g. Not to disconnect or make changes to existing phone line account.

h. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.

i. To provide a special parking area for participants in the Challenger Division, at the times of their games, by cordoning off the southeast portion of the parking lot; to provide the equipment and personnel needed to set up the special parking area; to see that all equipment is removed and properly stored after each use; to provide personnel to monitor the cordoned off area during its use.

j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and LEAGUE will not be permitted to use the facilities.

k. To maintain all equipment and appliances within the snack bar and snack bar building at all times including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building.

l. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one Fire Extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.

m. To deposit, with the CITY representative, the sum of Three Hundred Dollars ($300) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the

playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

n. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

o. To be responsible for the payment of an alarm fee at the rate of Forty Dollars ($40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.

p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.

q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish & supply personnel to conduct and supervise LEAGUE activities on the premises.

r. If LEAGUE elects to use lights prior to regular season play, to be responsible for the payment of electrical services associated with such lighting at the rate of Ten Dollars ($10) per hour, per field; to remit prompt payment to CITY upon receipt of monthly invoice.

s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.

t. To provide CITY with participant rosters, practice and game schedules.

u. To provide CITY with financial statements upon request for audit purposes.

v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.

w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.

x. It is agreed that LEAGUE may use said baseball fields from September 1, 2009, through November 30, 2009, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.

y. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars ($1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars ($300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

z. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all

liability from loss, damage, or injury to persons or property, including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.

bb. To conduct all operations in compliance with the Americans with Disabilities Act.

SECTION 2: CITY hereby agrees as follows:

a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.

b. To pay for all water used on premises.

c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.

d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.

e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.

f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.

g. To refund, at the end of the agreement period and upon approval of the Community Development Director, LEAGUE's cleaning deposit.

h. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused the use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____ .

_____
MAYOR, CITY OF MONTCLAIR

ATTEST:

_____
CITY CLERK, CITY OF MONTCLAIR

_____
PRESIDENT
MONTCLAIR LITTLE LEAGUE

_____
SECRETARY
MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

AUGUST 2009

After Hours Emergency - Call Montclair PD	**Montclair Police Dept**		**(909) 621-4771**
Ground Maintenance Issues	Assistant Public Works Superintendent	Xavier Mendez	(909) 625-9467work (909) 721-1755 cell
Building Maintenance Issues	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Sports League Administration Issues	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Vandalism	Public Works Superintendent	Mario Orioli	(909) 625-9466
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429

AGREEMENT NO. 09-72
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE
FOR USE OF VERNON PARK

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called CITY, and Montclair Golden Girls Softball League hereinafter called LEAGUE.

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for September 1, 2009, through November 30, 2009.

SECTION 1: LEAGUE hereby agrees as follows:

a. Not to use the premises for any other purpose, except as above indicated.

b. Not to permit practice sessions in the southeast quadrant of the field; to provide specific written notice to each coach and, in turn, obtain written confirmation from each coach.

c. Not to sublet the field.

d. Not to make any improvements or alterations on said premises.

e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.

f. Not to erect any barriers or fences of any kind unless approved by CITY.

g. Not to use herbicides at the park for any purpose.

h. Not to disconnect or make changes to existing phone line account.

i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.

j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and LEAGUE will not be permitted to use the facilities.

k. To maintain all equipment and appliances within the snack bar and snack bar building at all times, including graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building.

l. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one Fire Extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.

m. To deposit, with the CITY representative, the sum of Two Hundred Dollars ($200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left

open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY.

n. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

o. To be responsible for all costs due to lost or stolen keys.

p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.

q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish & supply personnel to conduct and supervise the League activities on the premises.

r. If LEAGUE elects to use lights prior to regular season play, to be responsible for the payment of electrical services associated with such lighting at the rate of Ten Dollars ($10) per hour, per field; to remit prompt payment to CITY upon receipt of monthly invoice.

s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.

t. To provide CITY with participant rosters, practice and game schedules.

u. To provide CITY with financial statements upon request for audit purposes.

v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.

w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.

x. It is agreed that LEAGUE may use said baseball fields from September 1, 2009, through November 30, 2009, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.

y. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars ($1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars ($300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

z. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

aa.. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.

bb. To conduct all operations in compliance with the Americans with Disabilities Act.

SECTION 2: CITY hereby agrees as follows:

a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.

b. To pay for all water used on premises.

c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.

d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.

e. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.

f. To refund, at the end of the agreement period and upon approval of the Community Development Director, LEAGUE's cleaning deposit.

g. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused the use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____ .

_____
MAYOR, CITY OF MONTCLAIR

ATTEST:

_____
CITY CLERK, CITY OF MONTCLAIR

_____
PRESIDENT
GOLDEN GIRLS SOFTBALL LEAGUE

_____
SECRETARY
GOLDEN GIRLS SOFTBALL LEAGUE

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

AUGUST 2009

After Hours Emergency - Call Montclair PD	**Montclair Police Dept**		**(909) 621-4771**
Ground Maintenance Issues	Assistant Public Works Superintendent	Xavier Mendez	(909) 625-9467work (909) 721-1755 cell
Building Maintenance Issues	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Sports League Administration Issues	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Vandalism	Public Works Superintendent	Mario Orioli	(909) 625-9466
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429

AGREEMENT NO. 09-73
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF ESSEX PARK

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called CITY, and All Cities Youth Baseball, hereinafter called ACYB.

WITNESSETH:

WHEREAS, CITY presently has a baseball field generally located at the southwest corner of Howard Street and Essex Avenue, adjacent to and directly east of Ramona Elementary School, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(v). The term of this Agreement is for September 1, 2009, through November 30, 2009.

SECTION 1: ACYB, a 501c(3) hereby agrees as follows:

a. Not to use the premises for any other purpose, except as above indicated.

b. Not to sublet the field.

c. Not to make any improvements or alterations on said premises.

d. Not to charge for parking of vehicles in the parking lots located within CITY facilities.

e. Not to erect any barriers or fences of any kind unless approved by CITY.

f. Not to use herbicides at the park for any purpose.

g. Not to disconnect or make changes to existing phone line account.

h. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.

i. To maintain the rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and ACYB will not be permitted to use the facilities.

j. To maintain all equipment and appliances within the snack bar and snack bar building at all times including graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building.

k. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and ACYB must provide one Fire Extinguisher for each barbecue being used. ACYB must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.

l. To deposit, with the CITY representative, the sum of Two Hundred Dollars ($200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

m. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

n. To be responsible for all costs due to lost or stolen keys.

o. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.

p. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. ACYB shall furnish & supply personnel to conduct and supervise the Youth Baseball activities on the premises.

q. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.

r. To provide CITY with participant rosters, practice and game schedules.

s. To provide CITY with financial statements upon request for audit purposes.

t. To designate one individual as the ACYB's representative to work with the CITY's representative.

u. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which ACYB had knowledge.

v. It is agreed that ACYB may use said baseball fields from September 1, 2009, through November 30, 2009, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past daylight hours.

w. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and ACYB, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars ($1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars ($300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

x. INDEMNIFICATION: ACYB shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

y. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.

z. To conduct all operations in compliance with the Americans with Disabilities Act.

SECTION 2: CITY hereby agrees as follows:

a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.

b. To pay for all water used on premises.

c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.

d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.

e. To refund, at the end of the agreement period and upon approval of the Community Development Director, ACYB's cleaning deposit.

f. To designate a CITY representative to work with ACYB on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the ACYB will be refused the use of CITY facilities.

APPROVED AND ADOPTED this_____day of _____.

_____
MAYOR, CITY OF MONTCLAIR

ATTEST:

_____
CITY CLERK, CITY OF MONTCLAIR

_____
PRESIDENT
ALL CITIES YOUTH BASEBALL

_____
SECRETARY
ALL CITIES YOUTH BASEBALL

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

AUGUST 2009

After Hours Emergency - Call Montclair PD	**Montclair Police Dept**		**(909) 621-4771**
Ground Maintenance Issues	Assistant Public Works Superintendent	Xavier Mendez	(909) 625-9467work (909) 721-1755 cell
Building Maintenance Issues	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Sports League Administration Issues	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Vandalism	Public Works Superintendent	Mario Orioli	(909) 625-9466
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 09-74 WITH AMERICAN YOUTH SOCCER ORGANIZATION FOR USE OF MULTIPURPOSE FIELD AT SARATOGA PARK	**DATE:**	August 17, 2009
		SECTION:	AGREEMENTS
		ITEM NO.:	2
		FILE I.D.:	ATH025/PRK550
BUSINESS PLAN:	N/A	**DEPT.:**	COMMUNITY DEV.

REASON FOR CONSIDERATION: The American Youth Soccer Organization (AYSO) has requested use of a City facility to conduct its fall/winter activities. Proposed Agreement No. 09-74 is attached for review and consideration by the City Council.

BACKGROUND: Pursuant to Agreement No. 09-74, AYSO would use the multipurpose field at Saratoga Park for its soccer practices Mondays through Thursdays and for its games on Saturdays during daylight hours only. Sunday field use is only permitted in the event a game is rained out.

Proposed Agreement No. 09-74 would be effective September 1, 2009, through November 30, 2009.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 09-74, a total of approximately $10,000 in maintenance and upkeep costs would be associated with AYSO's use of the subject multipurpose field.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-74 with the American Youth Soccer Organization for use of the multipurpose field at Saratoga Park.

Prepared by:	Steve Lustro	Reviewed and Approved by:	Steve Lustro
Proofed by:	Christine Smedley	Presented by:	

AGREEMENT NO. 09-74
WITH AMERICAN YOUTH SOCCER ORGANIZATION
FOR USE OF SARATOGA PARK

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called CITY, and American Youth Soccer Organization, Ontario-Montclair Region #66, hereinafter called AYSO.

WITNESSETH:

WHEREAS, CITY presently has a multi-purpose field generally located at the southwest corner of Vernon Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises AYSO desires to use for youth soccer activities at such times and hours set forth in Section 1(p). The term of this Agreement is for September 1, 2009, through November 30, 2009.

SECTION 1: AYSO hereby agrees as follows:

a. Not to use the premises for any other purpose, except as above indicated.

b. Not to sublet the field.

c. Not to make any improvements or alterations on said premises.

d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.

e. Not to engage in vending of any kind.

f. Not to erect any barriers or fences of any kind unless approved by CITY.

g. Not to use herbicides at the park for any purpose.

h. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and AYSO will not be permitted to use the facilities.

i. To conform with all safety and health regulations and maintain all City-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

j. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.

k. AYSO agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. AYSO shall furnish and supply personnel to conduct and supervise the AYSO activities on the premises.

l. No session to be held under lights.

m. To provide the Human Services office with a list of the Board of Directors, including names, addresses, and telephone numbers.

n. To designate one individual as the AYSO's representative to work with the CITY's representative.

o. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which AYSO had knowledge.

p. It is agreed that AYSO may use said multi-purpose field September 1, 2009, through November 30, 2009. Practices may be held Mondays through Thursdays from 4:00 to 7:00 p.m. Games will generally commence on Saturdays at 8:00 a.m. and conclude at 6:00 p.m. (Field preparation may begin at 7:00 a.m.)

q. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at AYSO's sole cost and expense, AYSO shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and AYSO, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars ($1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars ($300,000) for property damage. All insurance required by this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. AYSO shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

r. INDEMNIFICATION: AYSO shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by AYSO of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the AYSO in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

s. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the AYSO, unless such person is otherwise regularly employed by and conducting official business of CITY.

t. To conduct all operations in compliance with the Americans with Disabilities Act.

u. AYSO shall furnish and supply personnel to conduct and supervise AYSO activities on the premises.

v. AYSO shall provide and maintain portable rest rooms from an approved company for participants and spectators. AYSO will prohibit participants and spectators from using the permanent park rest room facilities.

SECTION 2: CITY hereby agrees as follows:

a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.

b. To pay for all water used on premises.

c. To have full control over watering the entire premises. AYSO shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.

d. To provide emergency call-out telephone numbers for use by AYSO. A Contact List containing the emergency telephone numbers is attached.

e. To provide a set of #2004 master padlock keys to AYSO for use of the trash bunker in the north parking lot.

f. To designate a CITY representative to work with AYSO on all matters relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the AYSO will be refused the use of the CITY facilities.

APPROVED AND ADOPTED this _____ day of _____ .

_____

MAYOR, CITY OF MONTCLAIR

ATTEST:

_____

CITY CLERK, CITY OF MONTCLAIR

_____

REGIONAL COMMISSIONER
AMERICAN YOUTH SOCCER
ORGANIZATION

_____

ASSISTANT REGIONAL COMMISSIONER
AMERICAN YOUTH SOCCER
ORGANIZATION

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

AUGUST 2009

After Hours Emergency - Call Montclair PD	**Montclair Police Dept**		**(909) 621-4771**
Ground Maintenance Issues	Assistant Public Works Superintendent	Xavier Mendez	(909) 625-9467work (909) 721-1755 cell
Building Maintenance Issues	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Sports League Administration Issues	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Vandalism	Public Works Superintendent	Mario Orioli	(909) 625-9466
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 09-75, A LOAN AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND POMONA VALLEY HABITAT FOR HUMANITY, INC.	**DATE:**	August 17, 2009
		SECTION:	AGREEMENTS
		ITEM NO.:	3
BUSINESS PLAN:	N/A	**FILE I.D.:**	RDA685
		DEPT.:	REDEVELOPMENT

REASON FOR CONSIDERATION: Pomona Valley Habitat for Humanity, Inc., has requested assistance from the Redevelopment Agency in securing a site for a Habitat for Humanity ReStore. Agreement No. 09-75, drafted by Redevelopment Agency Special Counsel, would provide a $10,000 loan to Pomona Valley Habitat for Humanity to be used as a deposit for a building located at 4609 Holt Boulevard for the proposed retail outlet. The Redevelopment Agency Board of Directors is requested to consider approval of Agreement No. 09-75, which is included in the agenda packet.

BACKGROUND: The Redevelopment Agency Board of Directors is undoubtedly aware of the services offered by the nonprofit organization, Habitat for Humanity, Inc. Habitat for Humanity builds houses for low-income families with assistance from government, business, and individuals. Many of the homes are built with donations of building materials and volunteer labor. Finding that donations of various building materials could not always be used for houses under construction, the organization developed a program for the sale of donated construction materials through a retail outlet called the ReStore. A Habitat for Humanity Restore sells quality new and used building materials at a discounted price to the general public. The proceeds from sales at the ReStore provide local jobs and finance Habitat for Humanity programs.

The Pomona Valley Habitat for Humanity would like to open a ReStore in Montclair. The site selected for the ReStore is 4609 Holt Boulevard and within the boundaries of Redevelopment Project Area No. V. This is the former location of Oscar's Furniture. In order to lease the site, Pomona Valley Habitat for Humanity would be required to supply a $10,000 security deposit. Pomona Valley Habitat for Humanity has requested that the Redevelopment Agency Board of Directors provide the organization with a loan in the amount of the security deposit. Agreement No. 09-75 details the terms of the proposed loan. The more salient points of the Agreement include the following elements:

- The Redevelopment Agency would agree to lend Pomona Valley Habitat for Humanity the sum of $10,000 for the purpose of leasing the property located at 4609 Holt Boulevard for the purpose of opening and operating a ReStore.

Prepared by:	M. STAATS	Reviewed and Approved by:	M. STAATS
Proofed by:		Presented by:	

- The Redevelopment Agency would require Pomona Valley Habitat for Humanity to execute a Promissory Note for $10,000 repayable in full, without interest, 60 months (five years) from the date the proposed agreement is executed. However, in the event Pomona Valley Habitat for Humanity operates the ReStore for 60 consecutive months following the date of the agreement; and during the 60 months the ReStore generates sales tax for the benefit of the City in an amount not less than $75,000, the Redevelopment Agency loan would be forgiven it its entirely. If the $75,000 in sales tax is not generated, the Agency Loan shall be forgiven in proportion to the amount of sales tax revenue actually generated by the ReStore, which shall be determined as a percentage of the $75,000.

- The $10,000 loan to Pomona Valley Habitat to Humanity would be paid to the property owner of 4609 Holt Boulevard by the Redevelopment Agency under the following conditions:

  1. Upon the Redevelopment Agency Board of Directors approval of Agreement No. 09-75.

  2. Upon execution of the agreement and Promissory Note by Pomona Valley Habitat for Humanity.

  3. Upon submission of the Lease Agreement by Pomona Valley Habitat for Humanity to the Redevelopment Agency, which includes evidence of Pomona Valley Habitat for Humanities' obligation to pay the Security Deposit.

  4. Upon written request for the disbursement by Pomona Valley Habitat for Humanity.

  5. Upon receipt of the appropriate City entitlements.

- The Redevelopment Agency loan would be made to Pomona Valley Habitat for Humanity based on the organization's unique experience and operations; neither the Loan Agreement nor the Promissory Note would be assignable or assumable without the prior written approval of the Redevelopment Agency. In addition, the partial sale, conveyance, assignment, or sublease of the property would cause the Promissory Note to become due and payable without the prior written approval of the Redevelopment Agency. The Redevelopment Agency agrees that it would not unreasonably withhold approval of a request for transfer provided the Redevelopment Agency finds the transferee had the financial commitment, resources, qualifications, and experience for operation of the business.

- Pomona Valley Habitat for Humanity would have to provide the Redevelopment Agency with the appropriate indemnification.

FISCAL IMPACT: If approved by the Redevelopment Agency Board of Directors, Agreement No. 09-75 would provide Pomona Valley Habitat for Humanity with a loan for $10,000. These funds would be used as a Security Deposit for the property located at 4609 Holt Boulevard, which Pomona Valley Habitat for Humanity proposes to use for the operation of a ReStore outlet. Pomona Valley Habitat for Humanity would sign a 60-month

lease with the property owner; and if the ReStore generates $75,000 in sales tax for the benefit of the City in 60 consecutive months, the loan would be forgiven in its entirely. However, the Redevelopment Agency loan shall be forgiven in proportion to the amount of sales tax revenue actually generated by the ReStore, which shall be determined as a percentage of $75,000. If the ReStore were to generate only $37,500 during the applicable time period in actual sales tax to the City, such sales tax would be equal to 50 percent of the $75,000. Therefore, the Agency would forgive 50 percent of the loan amount or $5,000.

The Fiscal Year 2009-10 Budget for the Redevelopment Project Area No. V contains funding to accommodate the requested loan.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors approve Agreement No. 09-75, a Loan Agreement by and between the City of Montclair Redevelopment Agency and Pomona Valley Habitat for Humanity, Inc.

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 09-76 WITH TRI-PRODUCTS, INC., FOR ELECTRONIC WASTE COLLECTION SERVICES	**DATE:**	August 17, 2009
		SECTION:	AGREEMENTS
		ITEM NO.:	4
		FILE I.D.:	REF275-18
BUSINESS PLAN:	N/A	**DEPT.:**	ADMIN. SVCS.

REASON FOR CONSIDERATION: Pursuant to the City of Montclair's Purchasing Manual, professional service contracts shall be presented for City Council review and consideration. Proposed Agreement No. 09-76 is attached for consideration by the City Council.

BACKGROUND: Consumers are currently being enticed to upgrade to the latest technology in cellular telephones, laptop computers and components, and televisions. Cell phones with advanced web-browsing capabilities along with the ability to play music and streaming videos are proudly touted by advertisers in an effort to lure consumers to abandon their older phones for the most up-to-date technology. Laptop computer advertisements are plentiful, all touting faster processing speeds, sleek new designs, and larger memory capability as the new school year rapidly approaches. In June 2009, analog television broadcasting ended; and the nation switched over to digital broadcasting. Without the aid of a converter box, many older televisions would have immediately become obsolete.

Electronic technology is constantly changing, placing a strain on how to properly dispose of older electronic devices. Electronic waste (e-waste) is defined as any consumer electronic equipment that has become obsolete, whether in operable or inoperable condition. E-waste incorporates most electronic equipment with an electrical cord or circuit board including computer monitors, printers, personal computer systems, laptops, motherboards, networking equipment, photocopiers, scanners, facsimile machines, videocassette recorders, video compact disc/digital video disc players, home entertainment systems, and cell phones.

According to the Environmental Protection Agency (EPA) 2008 statistics on electronic recycling and disposal, discarded electronics make up the fastest growing category of municipal solid waste.

In 2007, the following statistics were released by the EPA regarding electronic waste:

- 157 million computer products were discarded including central processing units (CPUs), monitors, notebooks, keyboards, mice, printers, facsimile machines, and copiers

Prepared by:		Reviewed and Approved by:	
Proofed by:		Presented by:	

- 20 million televisions were discarded
- 126 million cell phones were discarded
- 80 to 85 percent of discarded electronics were disposed of, largely to landfills

Electronics like computers and cell phones contain a variety of different heavy metal toxins, such as lead, barium, and cadmium, which can be very harmful to health if they enter the municipal water system. Contamination of our water by these toxins could cause damage to the human nervous and respiratory systems when unprocessed e-waste is put directly into landfills.

The EPA also disclosed the following 2007 statistics regarding recycling efforts:

- 18 percent of all discarded televisions are being recycled
- 18 percent of all computers are being recycled
- 10 percent of all cell phones are being recycled

Individuals alone are not solely responsible for e-waste issues and its proper disposal. Businesses substantially contribute to the consumption and disposal of electronic waste. It has become commonplace for businesses to utilize cell phones as an essential component in conducting day-to-day business activities. Likewise, businesses are one of the largest consumers of computer equipment. Every changing demand for services requires businesses to stay at the forefront of technology to remain competitive in today's economic environment.

As a service to the community, the Montclair Chamber of Commerce held an e-waste collection day on March 28, 2009. The amount of e-waste collected totaled 29,464 pounds during an eight-hour period. This was an impressive outcome and demonstrated the City's need for an e-waste collection program.

As a means of addressing the issue of e-waste as the fastest growing category of municipal solid waste, staff solicited proposals from two licensed e-waste collectors/recyclers in the area—Tri-Products, Inc., and Cal Micro Recycling. The following criteria were used for selection of the e-waste recycler/collector:

- Cost to the City for providing the service
- Experience level of the business
- Ease of disposal for residents/businesses
- City resources necessary to provide the service

Upon review of the proposals submitted and based upon the above criteria, staff is recommending retention of Tri-Products, Inc., for electronic waste collection services for residents and businesses in the City of Montclair. Along with e-waste, TRI-Products, Inc., also accepts car batteries.

Tri-Products, Inc., has been in the e-waste recycling business for over ten years and recycles over 20 million pounds of scrap annually. As a recycler, Tri-Products, Inc., guarantees that e-waste is properly recycled, with a goal to fully recycle every scrap of e-waste placed in its charge and to help create and keep a greener California.

Should the City Council approve Agreement No. 09-76, TRI-Products, Inc., will provide free once per month door-to-door e-waste collection. Appointments with TRI-Products, Inc., can be made up to 48 hours prior to service day. In addition, TRI-Products, Inc., will hold at least two fundraising events a year.

The City would be responsible for notifying residents in advance of their collection days. TRI-Products, Inc., is willing to work with the City, Chamber of Commerce, and/or other City departments to notify residents and businesses of the free services, utilizing all available marketing methods.

In addition, Tri-Products, Inc., would work directly with the City to plan and execute special events and fundraising opportunities, along with offering age-appropriate educational programs at Montclair schools.

The term of Agreement No. 09-76 with TRI-Products, Inc., for e-waste collection services is for a period of three years. TRI-Products, Inc., would also list the City of Montclair as coinsured on its $2 million liability insurance policy.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 09-76, the e-waste collection program would generate approximately $2,000 in annual revenue based upon the Chamber of Commerce's e-waste collection at its event earlier this year. TRI-Products, Inc., will pay the City 16.5 cents per pound for each LCD monitor or CRT monitor that qualifies under Senate Bill 50 and 4 cents per pound for all other e-waste. Payments terms are 30 day net. Sufficient funds are appropriated in the Fiscal Year 2009-10 Adopted Budget for anticipated public advertising costs for the program.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-76 with TRI-Products, Inc., for electronic waste collection services.

Partnership Agreement Between The City of Montclair and Tri Products, Inc. dba ewaste4u.com

Party A; City of Montclair
Address: 5111 Benito Ave.
Telephone: 909-625-9418
Email: rbeltran@ci.montclair.ca.us

Party B: Tri Products, Inc. (dba ewaste4u.com)
Address: 5649 Peck Road, Arcadia CA 91006
Telephone: 626-277-4500
Email: info@ewaste4u.com
CIWMB Lic: 108056

This agreement is made and entered into by and between The City of Montclair and Tri Products, Inc. dba ewaste4u.com, a California Corporation, this ---date----.

Both parties agree with the following terms and conditions:

1. TRI Products will arrange a free service once per month for door to door e-waste collection throughout the City.
2. This contract will be for a period of three years from the date of this agreement signed by both parties.
3. The residents of Montclair will be notified of the pick-up date in advance by City. They can make appointments with TRI Products up to 48 hours prior to service day.
4. The employees of TRI Products will handle all labor necessary to load, transport, unload and process all e-waste collected.
5. The TRI Products vehicles are willing to bear the City Seal so as to be easily recognized; this is done with magnetic door plaques.
6. TRI Products will work with the City, its Chamber of Commerce, and other city departments to notify residents and businesses alike of this free service. We will use every one of our marketing streams to fully inform all corners of the City of our partnership in this endeavor.
7. The City of Montclair will be listed as co-insured on our 2 million dollar liability policy.
8. TRI Products must obtain a current business license and join the Chamber of Commerce in order to support both the business and residential communities.
9. We would also request the opportunity to hold at least two fund raising events a year with the details of the event and recipient of the funding to be determined.
10. TRI employees will be representing the City of Montclair and will be clean, uniformed and professional at all times.
11. TRI will pay the City of Montclair 16.5 cents per pound for every monitor or CRT that qualifies under California SB-50 and 4 cents per pound for all other ewaste. Payment terms are 30 day net.

Party A:
City of Montclair

By: _____
Paul M. Eaton

Address: 5111 Benito Street

Montclair CA 91763

Title: Mayor

Date: _____

_____
Donna M. Jackson

Title: City Clerk

Date: _____

Party B:
Tri Products, Inc.

Authorized Signature
Date:

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 09-77 WITH THE UNITED STATES DEPARTMENT OF JUSTICE TO ACCEPT A COMMUNITY ORIENTED POLICING SERVICES HIRING RECOVERY PROGRAM GRANT AWARD CONSIDER AUTHORIZATION OF AN APPROPRIATION TO EMPLOY TWO ADDITIONAL POLICE OFFICERS	**DATE:**	August 17, 2009
		SECTION:	AGREEMENTS
		ITEM NO.:	5
		FILE I.D.:	PDT362
		DEPT.:	POLICE
BUSINESS PLAN:	N/A		

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 09-77 with the United States Department of Justice (DOJ) to accept a Community Oriented Policing Services (COPS) Hiring Recovery Program grant award and authorization of an appropriation to employ two additional Police Officers for the School Resource Officers Program.

BACKGROUND: The Police Department has provided two School Resource Officers at community elementary and middle schools for several years. The Police Department's School Resource Officers Program was made possible through financial support from the Ontario-Montclair School District and, for the last three years, the United States Department of Education. The Department of Education funding expired at the close of the 2008-09 school year, which resulted in the program being discontinued for lack of adequate funding.

The Police Department applied for COPS Hiring Recovery Program grant funding available under the American Recovery and Reinvestment Act of 2009, which falls under the umbrella of DOJ, and has been awarded a $537,694 COPS Hiring Recovery Program grant. The grant would provide funding sufficient to hire two entry-level full-time Police Officers to reinstate the School Resource Officers Program for another three years, with the proviso that at the conclusion of the three-year period, the school Resource Officers be retained for a minimum of one year.

FISCAL IMPACT: The three-year $537,694 COPS Hiring Recovery Program grant is reimbursable, and its use requires that the City establish an appropriation for payment of salaries and benefits for two entry-level full-time Police Officers for three years and agree to retain and pay the costs of the School Resource Officers for one additional year. The City would be required to submit quarterly programmatic progress and financial reports to be eligible for reimbursement.

Prepared by:		Reviewed and Approved by:	
Proofed by:		Presented by:	

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

1. Approve Agreement No. 09-77 with the United States Department of Justice to accept a Community Oriented Policing Services Hiring Recovery Program grant.

2. Authorize an appropriation to employ two additional Police Officers.

AGREEMENT NO. 09-77

U. S. Department of Justice

Community Oriented Policing Services

Grants Administration Division

COPS Hiring Recovery Program

Treasury Account Symbol (TAS) 15-09/10-0412

Grant #: 2009RKWX0146
ORI #: CA03605

Applicant Organization's Legal Name: Montclair Police Department
OJP Vendor #: 956005731
DUNS#: 084976919

Law Enforcement Executive: Acting Chief of Police Keith Jones
Address: 4870 Arrow Highway
City, State, Zip Code: Montclair, CA 91763
Telephone: (909) 448-3603
Fax: (909) 621-4413

Government Executive: Mayor Paul M. Eaton
Address: 5111 Benito Street
City, State, Zip Code: Montclair, CA 91763
Telephone: (909) 626-8571
Fax: (909) 621-1584

Award Start Date: 7/1/2009 Award End Date: 6/30/2012

Full Time Officers Funded: 2
New Hires: 2
Rehires - Pre-Application Layoffs: 0
Rehires - Post-Application Layoffs: 0
Award Amount: $ 537,694.00

JUL 15 2009

David Buchanan
Acting Director
Date

By signing this Award Document, the grantee agrees to abide by all 16 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

Keith Jones, Acting Police Chief
Typed Name and Title of Law Enforcement Official

Date

Signature of Government Official with the Authority to Accept this Grant Award

Paul M. Eaton, Mayor
Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 90537

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant Terms and Conditions

By signing the Award Document to accept this COPS Hiring Recovery Program (CHRP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. The grantee agrees to comply with the terms and conditions in this COPS Hiring Recovery Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); American Recovery and Reinvestment Act (Recovery Act) of 2009, P.L.111-5; representations made in the COPS Hiring Recovery Program grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. The grantee agrees to comply with the Assurances and Certifications forms that were submitted as part of its COPS Hiring Recovery Program application.

3. The funding under this project is for the payment of approved full-time entry-level sworn officer salaries and fringe benefits over three years (for a total of 36 months of funding) for new or rehired additional, career law enforcement officer positions, hired on or after the award start date. The Financial Clearance Memorandum included in your award packet specifies the costs that the grantee is allowed to fund with your CHRP award. It will also describe any costs which have been disallowed after review of your proposed budget. The grantee may not use CHRP funds for anything not identified as allowable in the Financial Clearance Memorandum.

4. CHRP grant funds may not be used to replace state or local funds (or, for tribal grantees, Bureau of Indian Affairs funds) that would, in the absence of federal aid, be made available for hiring and/or rehiring full-time career law enforcement officer positions.

5. At the time of grant application, the grantee committed to retaining all CHRP officer positions awarded with state and/or local funds for a minimum of 12 months at the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded positions that would have existed in the absence of the grant. You cannot satisfy the retention requirement by using CHRP positions to fill vacancies from attrition.

6. The grantee may request an extension of the grant award period to receive additional time to implement the grant program. Such extensions *do not* provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include delays in hiring COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows the grantee to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. *Extension requests must be received prior to the end date of the award, as extension requests received after an award has expired will be approved only under very limited circumstances.*

7. During the CHRP grant award period, it may become necessary for an agency to modify its CHRP grant award due to changes in an agency's fiscal or law enforcement situation. For instance, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category or reduce the total number of positions awarded. Grant modifications under CHRP are evaluated on a case-by-case basis. All modification requests must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

8. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Recovery Program. The grantee agrees to cooperate with the monitors and evaluators.

9. To assist the COPS Office in the monitoring of your award, the grantee agrees to submit quarterly programmatic progress reports and quarterly financial reports in addition to any reports required by the Recovery Act. The grantee also agrees to submit all requested reports in a timely manner.

10. The COPS Office performs various functions to ensure compliance with all grant requirements, to assess the implementation of community policing in awarded jurisdictions, and to provide technical assistance to grantees. Grant monitoring activities are routine during the grant period and may occur up to three years following the official closure of the grant award. These functions, and others, often require the production of grant-related documentation and other materials. As a COPS CHRP grantee, you agree to cooperate with any such requests for information.

11. The grantee agrees to comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E). For assistance, grantees should consult the Office of Justice Programs, Office for Civil Rights website at www.ojp.usdoj.gov/about/ocr/eeop.htm.

12. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

13. All newly hired, additional officers (or an equal number of redeployed veteran officers) funded under CHRP must engage in community policing activities. Community policing activities to be initiated or enhanced by the grantee were identified and described in your CHRP grant application, with reference to each of the following elements of community policing: a) community

partnerships and support; b) related governmental and community initiatives that complement the grantee's proposed use of CHRP funding; and c) how the grantee will use the funds to reorient its mission or enhance its commitment to community policing.

14. Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this CHRP grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction. Grantees cannot use CHRP funds to pay for a contract to receive law enforcement services from another agency.

15. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.

16. The grantee understands that the COPS Hiring Recovery Program is funded through the American Recovery and Reinvestment Act (Recovery Act) of 2009 and agrees to comply with the extensive accountability and transparency requirements on the use of Recovery Act funds:

(A) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(1) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 28 C.F.R. 70 "Uniform Administrative Requirements for Grants and Agreements for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" and 28 C.F.R. 66 "Uniform Administrative Requirements for Grants and Agreements for State and Local Governments," the recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(2) For a recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," the recipient agrees to separately identify the expenditures for federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(3) The recipient agrees to separately identify to each sub-recipient (if any) and document at the time of sub-award and at the time of disbursement of funds, the federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(4) The recipient agrees to require their sub-recipients (if any) to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of Recovery Act funds as well as oversight by the Department of Justice, Office of the Inspector General and Government Accountability Office.

(B) Recipient Reports and Central Contractor Registration

(1) The recipient agrees to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(2) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(3) The recipient and their first-tier recipients (if any) must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(4) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

(C) Data Elements of Recipient Reports

In accordance with section 1512(c) of the Recovery Act, the recipient agrees that not later than 10 days after the end of each calendar quarter, each recipient that received Recovery Act funds from a federal agency shall submit a report to that agency that contains —

(1) the total amount of recovery funds received from that agency;

(2) the amount of recovery funds received that were expended or obligated to projects or activities; and

(3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including —

(a) the name of the project or activity;
(b) a description of the project or activity;

(c) an evaluation of the completion status of the project or activity;
(d) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
(e) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on subcontracts or subgrants (if any) awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

These reports are in addition to other financial and programmatic reports required by the COPS Office.

(D) Access to Records and Interviews

The recipient agrees that the Department of Justice (DOJ) and its representatives (including COPS and the Office of the Inspector General (OIG)) and the Government Accountability Office (GAO) shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award. The recipient also agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient regarding transactions related to this Recovery Act award.

(E) Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient agrees to promptly refer to the Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. The OIG may be contacted at OIG.hotline@usdoj.gov, www.usdoj.gov/oig/FOIA/hotline.htm, and 800.869.4499.

(F) Protecting State and Local Government and Contractor Whistleblowers

The recipient agrees that the Recovery Act provides certain protections against reprisals for employees of non-federal employers (state and local governments or private contractors) who disclose information to federal officials reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds.

(G) Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The recipient agrees to maintain accounting systems and records that adequately track, account for, and report on all funds from this Recovery Act award (including officers hired, salaries and fringe benefits paid, and the number of jobs created and jobs preserved) separately from all other funds (including other COPS and federal grants awarded for the same or similar purposes).

(H) Additional Requirements and Guidance

The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future COPS (including government-wide) guidance and clarifications of Recovery Act requirements.

U. S. Department of Justice
Community Oriented Policing Services

Grants Administration Division
COPS Hiring Recovery Program

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Acting Chief of Police Keith Jones
Montclair Police Department

From: Andrew A. Dorr, Assistant Director for Grants Administration

Re: COPS Hiring Recovery Program Financial Clearance Memo

OJP Vendor #: 956005731 **ORI #: CA03605** **DUNS #: 084976919** **Grant #: 2009RKWX0146**

Total Number of Full Time Officers Funded 2 Costs Per Officer: $268,847.00 Total Cost: $537,694.00

New Hires: 2

Rehires- Pre-Application Layoffs: 0

Rehires- Post-Application Layoffs: 0

Budget Category	Proposed Budget	Approved Budget	Adjustments	Disallowed/Adjusted - Reasons/Comments
Full Time Officer Salary	$156,382.00	$156,382.00	$0.00	
Full Time Officer Fringe Benefits	$381,312.00	$381,312.00	$0.00	
Officer Salary and Fringe Benefits for Three Years	$537,694.00	$537,694.00	$0.00	
Total CHRP Funding for 2 Officers	**$537,694.00**	**$537,694.00**	**$0.00**	

Total CHRP Funding for 2 Officers **Federal Share: $537,694.00**

Cleared Date: 6/29/2009

Overall Comments:

A financial analysis of budgeted costs has been completed, and this Financial Clearance Memorandum reflects the amount of COPS Hiring Recovery Program funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your Final Funding Memo (FFM), which is enclosed in your award package. The FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FFM, up to the amounts specified in this Financial Clearance Memorandum.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 09-78, A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND MR. JUDAS DUARTE FOR ACQUISITION OF THE SINGLE-FAMILY RESIDENCE LOCATED AT 9010 FREMONT AVENUE

CONSIDER AUTHORIZATION OF A $230,000 APPROPRIATION FROM THE HOUSING FUND FOR ACQUISITION AND CLOSING COSTS

DATE: August 17, 2009

SECTION: AGREEMENTS

ITEM NO.: 6

FILE I.D.: RDA254

DEPT.: REDEVELOPMENT

BUSINESS PLAN: N/A

REASON FOR CONSIDERATION: On October 20, 2008, the Redevelopment Agency Board of Directors authorized Agency staff in Closed Session to submit a purchase offer for acquisition of the single-family residence located at 9010 Fremont Avenue. The purchase offer is subject to final approval by the Redevelopment Agency Board of Directors. A purchase offer was made on October 21, 2008; and staff was advised that the sale would be considered a "short sale" because the seller's mortgage loan balance exceeds the current market value of his property. After ten months, Agency staff has received notification that the bank is in a position to accept the Agency's offer.

Should the Redevelopment Agency Board of Directors approve Agreement No. 09-78, $230,000 is requested to be appropriated from the Redevelopment Agency Housing Fund to finance acquisition and closing costs to complete the proposed acquisition.

Agreement No. 09-78 is enclosed in the agenda packets for consideration by the Redevelopment Agency Board of Directors.

BACKGROUND: In June 1997, the Redevelopment Agency Board of Directors adopted the *Central Avenue Single-Family Acquisition Policy* authorizing staff to make purchase offers on single-family residences along the Central Avenue corridor subject to approval by the Redevelopment Agency Board of Directors. The policy was later expanded to include areas adjacent to Central Avenue or in locations of high visibility. The subject property, 9010 Fremont Avenue, is located in North Montclair on a highly visible and desirable corner lot at Fremont Avenue and Olive Street, north of the Montclair Plaza. The adjacent lot to the north of the site is currently vacant, and the subject property is in need of improvement. Further, purchase of this property would satisfy the Agency's requirement to acquire a replacement property for the single-family residence located at 9855 Central Avenue that was sold to the owner of the La Cita Restaurant in December 2005.

Prepared by: Christine J. Caldwell

Reviewed and Approved by: M STAATS

Proofed by: M. STAATS

Presented by:

Property Conditions

The subject residence was built in 1962. The lot area is 7,200 square feet and the dwelling is 1,474 square feet with three bedrooms and two bathrooms. The residence includes an unpermitted patio cover and an illegal garage conversion. Both of these code violations would be immediately addressed upon acquisition of the property, along with improvements to the property's appearance. Both the front and rear landscaping is virtually nonexistent. Improving the small landscaped area in the front yard would be relatively inexpensive. To further reduce costs, Agency staff would recommend a simple water-efficient landscape-planting plan be designed for the rear yard to include fence reconstruction and automatic irrigation installation.

Agency staff proposes the following improvements to the property:

1. Removal of the unpermitted patio cover and an illegal garage conversion
2. Installation of an automatic irrigation system and a low-water-usage landscape design for the front and rear yards
3. Fence construction
4. Full bathroom remodel
5. Various miscellaneous items including painting and minor repairs

Agency staff would estimate the interior and exterior improvements to be in the $35,000 range.

Agency staff considers acquisition of this property an ideal opportunity to further improve and stabilize the neighborhood. Agency acquisition would ensure the proper management and maintenance of the property as well as complete significant exterior landscape and hardscape improvements. Agency acquisition would provide an affordable and decent rental opportunity for the community.

Terms of Acquisition

The more salient terms of Agreement No. 09-78 include the following items:

1. Title at closing must be acceptable to the Agency and shall be free of all liens, encumbrances, and claims.
2. Agency to place good faith deposit in escrow within three days of execution of Agreement in the amount of $5,000. Escrow shall close within 30 days of execution of Agreement
3. Seller to complete and pay cost of termite report.
4. Agency to complete and pay cost of any desired building inspections, except termite inspection, within ten days of approval by the Redevelopment Agency Board of Directors. Should building inspection reveal the necessity for major repair(s), the Agency has the option, within five days of receipt of the report, to withdraw from the sale.

5. Agency and Seller to each pay normal and customary closing costs.

The Montclair Housing Corporation

It is the Agency's intention to lease the property to the Montclair Housing Corporation, a nonprofit, public benefit corporation. The Montclair Housing Corporation would thereafter be responsible for the day-to-day operation, rehabilitation, and rental of the property. A lease agreement related to the disposition of the property would be brought before the Agency Board of Directors at a later date.

FISCAL IMPACT: Agreement No. 09-78 provides for the Redevelopment Agency's acquisition of the property located at 9010 Fremont Avenue for $225,000. The Redevelopment Agency Board of Directors is requested to authorize a $230,000 appropriation from the Housing Fund to pay acquisition and closing costs. A request for appropriation of funds for the rehabilitation of the property will be brought before the Redevelopment Agency Board of Directors after receipt of bid estimates for the rehabilitation of the property. Agency staff estimates the rehabilitation bid estimates would not exceed $35,000.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors take the following actions:

1. Approve Agreement No. 09-78, a Purchase and Sale Agreement by and between the City of Montclair Redevelopment Agency and Mr. Judas Duarte for acquisition of the single-family residence located at 9010 Fremont Avenue.

2. Authorize a $230,000 appropriation from the Housing Fund for acquisition and closing costs for the property located at 9010 Fremont Avenue.

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 09-2811 DETERMINING THE STATUS OF LOCAL SAFETY EMPLOYEE ROBERT VERNON HILL	**DATE:**	August 17, 2009
		SECTION:	RESOLUTIONS
		ITEM NO.:	1
		FILE I.D.:	PER600
BUSINESS PLAN:	N/A	**DEPT.:**	ADMIN. SVCS.

REASON FOR CONSIDERATION: In accordance with Government Code Sections 21154 and 21156, the City Council determines if a safety employee is disabled either physically or cognitively; and if such disability is industrial. When a safety member is determined to be disabled and unable to perform the duties of his/her position, the California Public Employees' Retirement System (CalPERS) requires adoption of a resolution that terminates the local safety employee's employment for that reason.

BACKGROUND: Robert Vernon Hill was hired as a Police Officer Trainee on January 2, 1995, and was appointed to a regular Police Officer position on May 18, 1995. He remained in this position until April 19, 2005, when, as a result of his work-related injury, he was offered the permanent modified-duty position of Support Coordinator. In May 2006, the title of Mr. Hill's modified-duty position was changed to Uniform Desk Officer, and in November 2006, it was changed to his current title of Police Records/Desk Officer.

Following is a summary of Mr. Hill's reported injuries:

Date of Injury	*Description of Injury*
11.26.02	Employee strained his lower back when he jumped over a wall responding to a burglar alarm.
2.25.03	Employee claimed a continuous trauma injury to his lower back.
7.05.03	Employee injured his upper and lower back when he attempted to take a female suspect into custody.
7.19.05	Employee sustained an injury to his left knee after stumbling when he got up from his chair and realized that his foot had fallen asleep.
3.27.06	Employee complained of lower back pain after assisting with traffic control during a protest involving over 3,000 high school/grade school students.

Prepared by: Gary E. Chandler

Proofed by: Kathy Dalton

Reviewed and Approved by: [signature]

Presented by: [signature]

On September 15, 2004, Mr. Hill was sent for an Agreed Medical Evaluation (AME) for the three claims of injury to his back. The evaluation was conducted by Dr. Angerman who determined that Mr. Hill's condition was permanent and stationary and concluded that he was unable to return to his regular work duties as a Police Officer for the City of Montclair. Dr. Angerman also imposed work restrictions, which included limiting him to performing duties that were midway between heavy and light work as well as precluding him from prolonged sitting. Dr. Angerman stated that if Mr. Hill were to perform employment activities that exceed the work restrictions, he believed that it would cause further damage to his lumbosacral spine. Based on Dr. Angerman's report, Mr. Hill has an employment-related disability that incapacitates him from performing his Police Officer duties.

As a result of the AME report, the permanent modified-duty position of Support Coordinator was developed and offered to Mr. Hill. The modified-duty position and job analysis were reviewed by Dr. Angerman, who concluded that the position was appropriate for Mr. Hill and that it complied with the work restrictions that he had imposed. In April 2005, Mr. Hill accepted the permanent modified-duty position of Support Coordinator. In May 2006, the title of Mr. Hill's modified-duty position was changed to Uniform Desk Officer; and in November 2006, it was changed to his current title of Police Records/ Desk Officer.

On April 18, 2007, Mr. Hill was again evaluated by Dr. Angerman for an AME pertaining to his back and knees. Dr. Angerman concluded that Mr. Hill's condition is attributable to industrial causation and that his condition is permanent and stationary, and he identified Mr. Hill's work restrictions as "... prophylactically limited to light work with no prolonged sitting, standing, and walking activities."

An essential function of Mr. Hill's responsibilities in his modified-duty position includes monitoring of the Automated Red Light Camera Enforcement Program in the Police Department. With the recent elimination of the program, the modified-duty position of Police Records/Desk Officer is no longer viable and is, therefore, being eliminated. Since Mr. Hill cannot return to his regular duties as a Police Officer, he is now considered a qualified injured worker and is eligible for an industrial disability retirement.

FISCAL IMPACT: Over the long run, pooled disability retirements eventually do affect the City's CalPERS rate for safety members.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 09-2811 determining the status of local safety employee Robert Vernon Hill.

RESOLUTION NO. 09-2811

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DETERMINING THE DISABILITY FOR RETIREMENT PURPOSES OF A LOCAL SAFETY MEMBER (CALIFORNIA GOVERNMENT CODE SECTION 21156)

WHEREAS, the City of Montclair is a contracting agency of the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency, in employment in which he/she is classified as a local safety member, is disabled for purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law; and

WHEREAS, an application for industrial disability retirement of Robert Vernon Hill employed by the Montclair Police Department in the position of Police Officer has been filed with CalPERS; and

WHEREAS, the City Council of the City of Montclair has reviewed the medical and other evidence relevant to such alleged disability.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby find and determine that Robert Vernon Hill is incapacitated within the meaning of the Public Employees' Retirement Law for performance of his duties in the position of Police Officer; and

BE IT FURTHER RESOLVED that the City Council does hereby find and determine that Robert Vernon Hill is incapacitated for performance of the usual duties of the position for other California Public Agencies in CalPERS; and

BE IT FURTHER RESOLVED that the City Council does hereby find and determine that such disability is a result of injury or disease arising out of and in the course of employment; and

BE IT FURTHER RESOLVED that neither Robert Vernon Hill nor the City of Montclair has applied to the Workers' Compensation Appeals Board for a determination pursuant to Section 21166 as to whether such disability is industrial; and

BE IT FURTHER RESOLVED his last day on pay status will be September 16, 2009; and

BE IT FURTHER RESOLVED that Advanced Disability Pension Payments (ADPP) will not be made; and

BE IT FURTHER RESOLVED that the member's primary disabling condition is physical (orthopedic); and

BE IT FURTHER RESOLVED that the member's disabling condition is not a direct consequence of a violent act perpetrated upon the member's person but did occur during the performance of those portions of the member's duties that are particularly hazardous and dangerous.

APPROVED AND ADOPTED this XX day of XX, 2009.

_____
Mayor

ATTEST:

_____
City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 09-2811 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2009, and that it was adopted by the following vote, to-wit:

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

_____
Donna M. Jackson
City Clerk

MINUTES OF THE MEETING OF THE MONTCLAIR PERSONNEL COMMITTEE HELD ON MONDAY, AUGUST 3, 2009, AT 7:40 P.M. IN THE CITY ADMINISTRATIVE OFFICES, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:40 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; City Manager McDougal; and Deputy City Manager/Director of Administrative Services Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of July 20, 2009.

Moved by Deputy City Manager/Administrative Services Director Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of July 20, 2009.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 7:41 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/ terminations, and evaluations of employee performance.

At 7:58 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:58 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

Edward C Starr by lga

Edward C. Starr
Deputy City Manager/
Director of Administrative Services