

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

April 5, 2010

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. Introduction of New Employees
- B. Presentation of Certificate of Appreciation to South Chino Home Depot for Its Generous Donation to the Youth Center Beautification Project
- C. Presentation of \$2,500 Donation by the Montclair Chamber of Commerce to Chaffey College for Its *Online to College* Program

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 Adjourned Joint Council/Agency Meeting of February 16, 2010 [CC/RDA]	
2. Minutes of Regular Joint Council/Agency/MHC Meeting of March 1, 2010 [CC/RDA/MHC]	
B. Administrative Reports	
1. Consider Receiving and Filing of Treasurer's Report [CC]	5
2. Consider Approval of Warrant Registers and Payroll Documentations [CC]	6
3. Consider Receiving and Filing of Treasurer's Report [RDA]	7
4. Consider Approval of Warrant Register [RDA]	8
5. Consider Receiving and Filing of Treasurer's Report [MHC]	9
6. Consider Approval of Warrant Register [MHC]	10
7. Consider Redevelopment Agency Board of Directors' Acceptance of Housing Improvement Task Force <i>Action Plan 2010</i> and Authorization for Staff to Pursue Recommendations Described Therein [RDA]	11
8. Consider Payment of \$5,963.83 to Suddath Relocation Systems for Relocation of Blue Sky Maintenance [CC]	12
9. Consider Approval of Filing of a Notice of Completion for Construction of the Fremont 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]	16
10. Consider Declaration of Unclaimed Bicycles in Police Custody as Surplus and Available for Donation to the California Institution for Women [CC]	18
11. Consider Quitclaiming All Rights and Interests to Property Located South of Palo Verde Street and West of the San Antonio Channel to Monte Vista Water District [CC]	20
C. Agreements	
1. Consider Approval of Agreement No. 10-27 with National College of Technical Instruction Authorizing the Fire Department to Provide Clinical Training for Emergency Medical Students [CC]	27

2. Consider Approval of Agreement No. 10-29 between the Cities of Upland and Montclair for the Formation of the Upland/Montclair Special Weapons and Tactics (S.W.A.T.) Team [CC] 36
3. Consider Approval of Agreement No. 10-31 with Ontario-Montclair School District to Provide Case Management Services [CC] 53
4. Consider Approval of Agreement No. 10-32 with Chaffey Joint Union High School District for Law Enforcement Services During Fiscal Year 2010-11 [CC] 59
5. Consider Approval of Agreement No. 10-34 Amending Agreement No. 09-39 with the San Bernardino County Department of Aging and Adult Services to Increase Funding for the Senior Citizen Nutrition Program [CC] 63
6. Consider Approval of Agreement No. 10-35 Amending Agreement No. 09-96 with the San Bernardino County Department of Aging and Adult Services to Include Additional Terms and Conditions to the Contract [CC] 70
7. Consider Approval of Self-Move Agreement No. 10-36 with Robert and Sira Kessler for Trailer and Associated Shed in Conjunction with the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project and Authorize Acting City Manager to Sign the Agreement [CC] 74
8. Consider Redevelopment Agency Board of Directors' Approval of Agreement No. 10-37 with R. Richard Fleener for Planning Services [RDA] 79

D. Resolutions

1. Consider Adoption of Resolution No. 10-2831 Declaring the Need for Emergency Contracting Procedures and Authorizing Performance Related to Damaged Floor in the Community Center Gymnasium [CC] 91
2. Consider Adoption of Resolution No. 10-2832 Authorizing Mayor Paul M. Eaton to Sign Program Supplement No. N005 to Administering Agency-State Agreement No. 08-5326R [CC] 96
3. Consider Adoption of Resolution No. 10-2833 Authorizing the Mayor Paul M. Eaton to Sign a Three-Year Contract with the California Department of Public Health [CC] 104
4. Consider Adoption of Resolution No. 10-2834 Supporting the Local Taxpayer, Public Safety, and Transportation Protection Act of 2010 [CC] 107

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

- A. City Attorney/Agency Counsel
- B. Acting City Manager/Acting Executive Director
- C. Mayor/Chairman
- D. Council/Agency Board
- E. Committee Meeting Minutes (*For Informational Purposes Only*)
 - 1. Minutes of the Public Works Committee Meeting of February 18, 2010 112
 - 2. Minutes of the Personnel Committee Meeting of March 1, 2010 117

XII. 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, April 19, 2010, 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, Donna M. Jackson, 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 April 1, 2010.

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: April 5, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 1

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

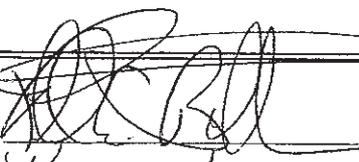
REASON FOR CONSIDERATION: State law requires the City Council to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending February 28, 2010.

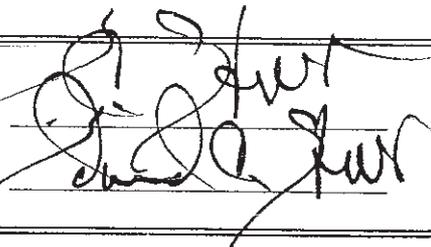
FISCAL IMPACT: Routine—report of City's cash and investments.

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending February 28, 2010.

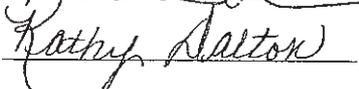
Prepared by:



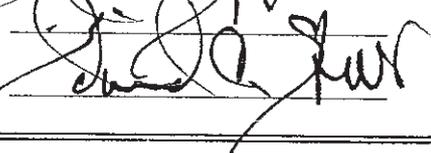
Reviewed and
Approved by:



Proofed by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTERS AND PAYROLL DOCUMENTATIONS	DATE: April 5, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
BUSINESS PLAN: N/A	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

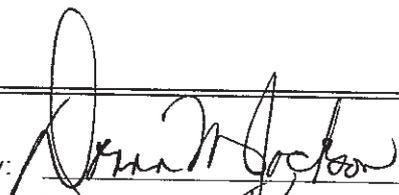
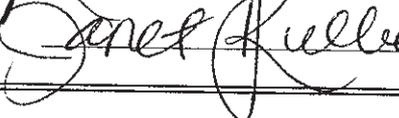
REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Registers and Payroll Documentations.

BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Registers dated March 15, 2010, and April 5, 2010, and Payroll Documentations dated January 31, 2010, and February 14, 2010, finds them to be in order and recommends their approval.

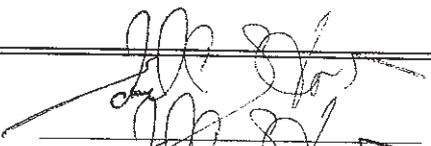
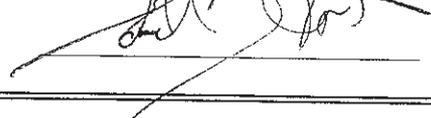
FISCAL IMPACT: The Warrant Register dated March 15, 2010, totals \$1,449,973.00, and the Warrant Register dated April 5, 2010, totals \$2,572,176.77. The Payroll Documentation dated January 31, 2010, totals \$586,300.39, with \$461,639.04 being the total cash disbursement, and the Payroll Documentation dated February 14, 2010, totals \$646,398.26, with \$472,292.12 being the total cash disbursement.

RECOMMENDATION: Staff recommends the above-referenced Warrant Registers and Payroll Documentations be approved as presented.

Prepared by:

Reviewed and
Approved by:

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: April 5, 2010

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 February 28, 2010.

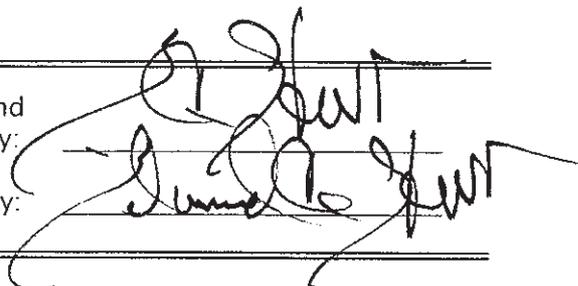
FISCAL IMPACT: Routine—report of the Agency's cash and investments.

RECOMMENDATION: Staff recommends the Agency Board of Directors receive and file the Treasurer's Report for the month ending February 28, 2010.

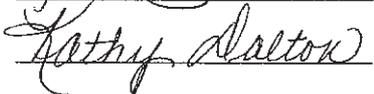
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: April 5, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 4
BUSINESS PLAN: N/A	FILE I.D.: FIN530
	DEPT.: REDEVELOPMENT

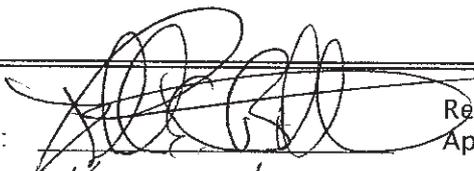
REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 02/01/10 - 02/28/10 in the amounts of \$11,170.84 for Project I; \$2,768.66 for Project II; \$24,862.36 for Project III; \$135,830.60 for Project IV; \$146,652.44 for Project V; and \$2,500.00 for Mission Boulevard Joint Redevelopment Project and finds it to be in order.

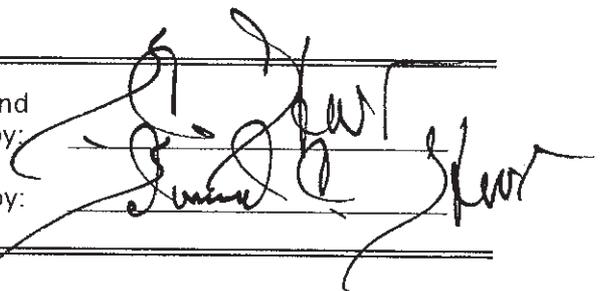
FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending February 28, 2010.

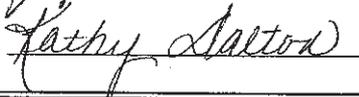
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: April 5, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 5

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN525

DEPT.: MHC

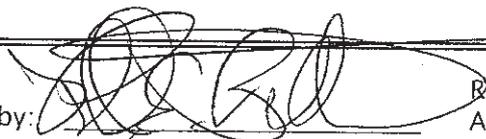
REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending February 28, 2010.

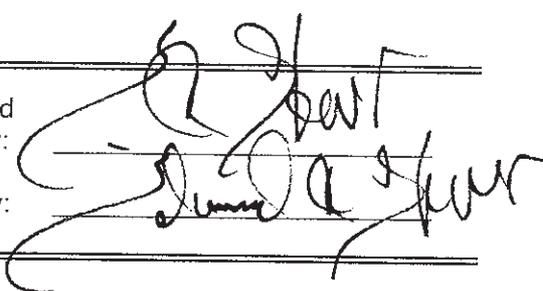
FISCAL IMPACT: Routine—report of the Montclair Housing Corporation's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending February 28, 2010.

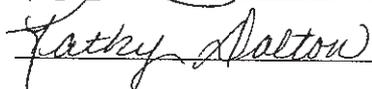
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: April 5, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 6
BUSINESS PLAN: N/A	FILE I.D.: FIN545
	DEPT.: MHC

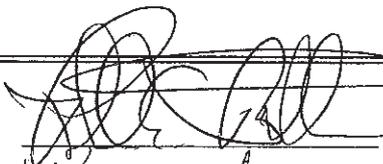
REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 02/01/10 - 02/28/10 in the amount of \$7,025.22 for the Montclair Housing Corporation and finds it to be in order.

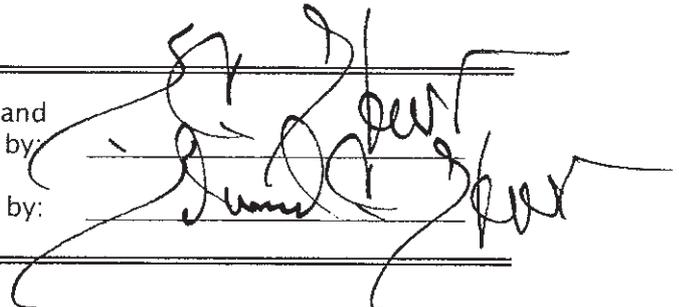
FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending February 28, 2010.

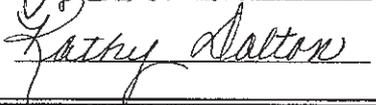
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' ACCEPTANCE OF HOUSING IMPROVEMENT TASK FORCE <i>ACTION PLAN 2010</i> AND AUTHORIZATION FOR STAFF TO PURSUE RECOMMENDATIONS DESCRIBED THEREIN	DATE: April 5, 2010 SECTION: ADMIN. REPORTS ITEM NO.: 7 FILE I.D.: HIT050
BUSINESS PLAN: N/A	DEPT.: REDEVELOPMENT

REASON FOR CONSIDERATION: The Redevelopment Agency Board of Directors is requested to accept Housing Improvement Task Force *Action Plan 2010*.

BACKGROUND: The Housing Improvement Task Force continues to be an active instrument in bringing about positive change in Montclair's residential neighborhoods. *Action Plan 2010* serves as the Housing Improvement Task Force's plan of action for the forthcoming year as well as a recap of the past year. *Action Plan 2010* identifies needs and strategies for existing and new Foundation Areas and revisits methods previously undertaken by the Housing Improvement Task Force. The report is intended to raise questions, recommend policy, and serve as the blueprint for Housing Improvement Task Force actions in 2010. With the continued support of the City Council/Redevelopment Agency Board of Directors and participation of all City departments, the Housing Improvement Task Force will continue to coordinate the City's housing improvements and maintenance efforts in both the single-family and multifamily neighborhoods. As the report details, its focus will be on strengthening the existing Foundation Areas, implementing tenant-involvement programs, and continuing to research new and innovative approaches in the fight against gang activity and graffiti. The Housing Improvement Task Force is committed to working with the Foundation Area property owners, as well as work toward the successful development of a special housing needs development in San Antonio Gateway.

FISCAL IMPACT: No fiscal impact is associated with the Agency Board's acceptance of *Action Plan 2010* at this time. Implementation of specific programs is subject to separate consideration by the Redevelopment Agency Board of Directors.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors accept Housing Improvement Task Force *Action Plan 2010* and authorize staff to continue the course of actions described therein.

Prepared by: <u>Christine P. Caldwell</u>	Reviewed and Approved by: <u>M. Staats</u>
Proofed by: <u>M. Staats</u>	Presented by: <u>[Signature]</u>

AGENDA REPORT

SUBJECT: CONSIDER PAYMENT OF \$5,963.83 TO SUDDATH RELOCATION SYSTEMS FOR RELOCATION OF BLUE SKY MAINTENANCE	DATE: April 5, 2010 SECTION: ADMIN. REPORTS ITEM NO.: 8 FILE I.D.: STA110
BUSINESS PLAN: STRATEGIC PRIORITY NO. 6	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: City Council approval is requested to pay for expenses associated with the relocation of a business within the right-of-way needed for construction of the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project.

Approval of this item would satisfy a portion of City of Montclair Business Plan Strategic Priority No. 6 as contained in Montclair's "Business Plan."

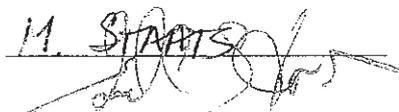
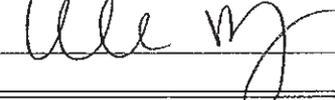
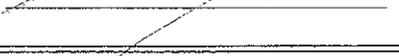
BACKGROUND: On September 8, 2009, the City Council approved Purchase and Sale Agreement No. 09-87 with Robert D. Kessler and Sira Kessler, Trustees of the Kessler Family Living Trust, under Declaration of Trust Dated September 12, 2007 (Kessler) for property located at 4790 Mission Boulevard. The Kessler acquisition agreement addressed right-of-way necessary for construction of a new street connecting Monte Vista Avenue to State Street. The acquisition required the relocation of 12 Kessler tenants as well as personal property stored by Kessler. The City Council previously approved self-move agreements with Kessler and all tenants except for one, Blue Sky Maintenance, who opted to hire a moving company for the work.

Moving estimates were requested from two moving companies, and Suddath Relocation Systems (Suddath) was selected for the work as the lower of the two quotes received. Suddath entered into an agreement with Blue Sky Maintenance for the relocation work. The work was completed last month.

Suddath has submitted a claim for payment of \$6,963.83. The breakdown of the claim includes a charge of \$1,000 for delays caused by Blue Sky Maintenance, who was still sorting through materials to be relocated on moving day. Staff has advised both Blue Sky Maintenance and Suddath that the City was not responsible for any delay charges. The claim submitted to the City was revised to show a deduction of \$1,000. The total amount of the claim was reduced to \$5,963.38.

FISCAL IMPACT: City funds would be used for the claim. Upon payment, the City would request reimbursement from the state through the Traffic Congestion Relief Program.

RECOMMENDATION: Staff recommends the City Council authorize payment of \$5,963.83 to Suddath Relocation Systems for relocation of Blue Sky Maintenance.

Prepared by: <u></u>	Reviewed and Approved by: <u></u>
Proofed by: <u></u>	Presented by: <u></u>



Claim Transmittal and Check Request

Claimant: Serazali Dharas dba Blue Sky Maintenance	Agency: City of Montclair
Address: 4848 Mission Blvd., Montclair, CA	Project: Monte Vista Grade Separation Project
Case ID: LIM-005-04848-005	Consultant: Karen Jackson
Date: 03/10/10	THE ATTACHED DOCUMENTS MAY CONTAIN CONFIDENTIAL INFORMATION

To: Mike Hudson City Engineer City of Montclair 5111 Benito Street P.O. Box 2308 Montclair, CA 91763	From: Karen Jackson Overland, Pacific & Cutler, Inc. 2280 Market Street, Suite 340 Riverside, CA 92501 Phone: (951) 683-2353 Fax: (951) 683-3901
--------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Attached documents support the following payment request(s):			
<input type="checkbox"/>	Residential Moving Expenses	<input checked="" type="checkbox"/>	Business Moving Expense
<input type="checkbox"/>	Rental Assistance	<input type="checkbox"/>	Business Reestablishment
<input type="checkbox"/>	Downpayment Assistance	<input type="checkbox"/>	Business Site Searching
<input type="checkbox"/>	Periodic LRH Payment	<input type="checkbox"/>	Business In-Lieu
<input type="checkbox"/>	Purchase Price Differential	<input type="checkbox"/>	Fixtures and Equipment
<input type="checkbox"/>	Mortgage Interest Differential	<input type="checkbox"/>	All-Inclusive Settlement
<input type="checkbox"/>	Purchase Incidental Expenses	<input type="checkbox"/>	Security Deposit Return
<input type="checkbox"/>	Other Payment:		

Benefit check(s) are requested to be prepared as follows:			
Chk	Payable To:	In the Amount:	Check Disposition:
1.	Suddath Relocation Systems	\$5,963.83	Hold for pick-up by OPC staff
2.			
3.			

Payment Advance/Final Status:		Notes:
<input type="checkbox"/>	Advance Payment	Mr. Serazali hired the above mentioned moving company to conduct this move. Please make check payable to the moving company.
<input type="checkbox"/>	Interim Payment	
<input checked="" type="checkbox"/>	Final Payment	

Claim for Actual Reasonable Moving and Related Expenses

Business, Nonprofit Organizations and Farm Operations

INSTRUCTIONS: This claim is for the use of displaced businesses, nonprofit organizations, and farm operations that wish to apply for a PAYMENT FOR ACTUAL REASONABLE MOVING AND REESTABLISHMENT EXPENSES, rather than apply for a FIXED PAYMENT (which has a minimum of \$1,000.00 and a maximum of \$20,000.00). The Agency will explain the differences between the two payments. If you are eligible to choose either payment, the Agency representative will help you determine which is most advantageous, and will help you complete the form. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Policies Act (URA) and/or California Relocation Assistance Act.

FOR AGENCY USE ONLY

Agency	City of Montclair		
Project	Monte Vista Grade Separation		
Case #	LIM-005-04848-005		
Program Rules	OPC Claim Serial Number		
<input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other	RV010083		

SECTION A: General

1. Name Under Which Claimant Conducts Operations Blue Sky Maintenance	2. Name, Title and Phone # of Person Filing Claim on Behalf of Claimant Serazali Dharas	
3a. Address From Which Claimant Moved 4848 Mission Blvd. Montclair, CA 91762	3b. Date First Occupied 11/1/2005	3c. Date Move Started 12/26/2009
4a. Address to Which Claimant Moved 4848 Mission Blvd. Montclair, CA 91762	4b. Date Move Completed 12/28/2009	5. Is This a Final Claim? [X] Yes [] No
6. Type of Operation (Check One): <input checked="" type="checkbox"/> Business <input type="checkbox"/> Farm Operation <input type="checkbox"/> Nonprofit Operation	7. Type of Ownership (Check One): <input checked="" type="checkbox"/> Sole Propriet. <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit Org.	

8. Computation of Payment

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Moving Expenses (from Section B)	\$5,963.83	
(2) Reestablishment Expenses (\$10,000 maximum, from Section C)	\$0.00	
(3) Reasonable Searching Expenses (Attach Schedule)	\$0.00	
(4) Storage Expenses (Attach Schedule)	\$0.00	
(5) Actual Direct Loss of Personal Property (Attach Schedule)	\$0.00	
(6) Other Expenses (attach explanation)	\$0.00	
(7) Total Amount Claimed (add lines (1) through (6))	\$5,963.83	
(8) Amount Previously Received for Expenses Claimed Here (If any)	\$0.00	
(9) Amount Requested (Line (7) minus Line (8))	\$5,963.83	

9. Certification by Claimant(s)

WARNING: If you knowingly or deliberately make false statements on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition you may not receive any of the amounts claimed on this form. I CERTIFY that this claim and supporting information are true and complete, that I have not submitted any other claim for the expenses listed and that I have not been paid for the expenses by any other source. My choice of type of payment was made on the basis of full explanation by the displacing Agency representative of the difference between the two types of payments available and the eligibility for each.

Signature(s) of Claimant(s) or Claimant(s) Agent	Title (Type or Print)	Date
--------------------------------------------------	-----------------------	------

FOR AGENCY USE ONLY

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
10. Recommended	\$5,963.83		Karen Jackson Senior Consultant	
11. Approved				

SECTION B: Supporting Data for Moving Expenses (not included in Section C)

Type of Work Performed (moving personal property, phone/utility reconnection, reprinting, etc.)	Name and Address of Contractor	Payment directly to Contractor?		AMOUNT CLAIMED	FOR AGENCY USE ONLY
		YES	NO		
(1) Moving of personal property	Suddath Relocation Systems 14221 Artesia Blvd., La Mirada, CA 90638	X		\$5,963.83	
(2)				\$0.00	
(3)				\$0.00	
(4)				\$0.00	
(5)				\$0.00	
(6)				\$0.00	
(7)				\$0.00	
(8)				\$0.00	
(9)				\$0.00	
(10) TOTAL MOVING EXPENSES (Enter this amount on Line (1) of Item 8, Section A)				\$5,963.83	

SECTION C: Determination of Reestablishment Expenses (not included in Section B)

Type of Work Performed (repairs required by law or business operation, exterior signing, licenses/permits, etc.)	Name and Address of Contractor	Payment directly to Contractor?		AMOUNT CLAIMED	FOR AGENCY USE ONLY
		YES	NO		
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9) Estimated increased cost of operation during the first two years (lease/rent, taxes, insurance, utilities)					
(a) Monthly cost of operation at the displacement site			\$0.00		
(b) Monthly cost of operation at the replacement site			\$0.00		
(c) Monthly cost differential (line (9b) less line (9a))			\$0.00		
(d) Estimated cost differential over two years (line (9c) times 24)				\$0.00	
(10) TOTAL REESTABLISHMENT EXPENSES (Add lines (1) through (9)) Enter this amount, or \$10,000, whichever is less, on Line (2) of Item 8, Section A)				\$0.00	

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF FILING OF A NOTICE OF COMPLETION FOR CONSTRUCTION OF THE FREMONT AVENUE IMPROVEMENT PROJECT; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS	DATE: April 5, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 9
	FILE I.D.: STA650
CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION	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.

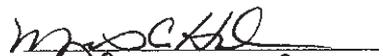
Approval of this Notice of Completion would satisfy a portion of Strategic Priority No. 3, Goal 3, as contained in Montclair's "Business Plan."

BACKGROUND: On October 19, 2009, Kormx, Inc. was awarded a contract for construction of the Fremont Avenue Improvement Project and entered into Agreement No. 09-99. All work required under Agreement No. 09-99 has been satisfactorily completed. Work included construction of two sewer laterals; concrete curb, gutter, and sidewalk; and wrought-iron fencing.

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 \$112,955.00 to the final cost of \$127,123.94, a \$14,168.94 increase.

RECOMMENDATION: Staff recommends the City Council take the following actions related to completion of the Fremont 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: 

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 Fremont Avenue Improvement Project

for the undersigned City of Montclair, a Municipal Corporation, on the 23rd day of March, 2010

The City accepted the job on the 23rd day of March, 2010

The Contractor on said job was Kormx, Inc.
19314 Avenida Del Sol
Walnut, CA. 91789

The improvement consisted of Concrete curb, gutter and sidewalk improvements

The property upon which said work of improvement was completed is described as: 11100 Fremont Ave.

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 DECLARATION OF UNCLAIMED BICYCLES IN POLICE CUSTODY AS SURPLUS AND AVAILABLE FOR DONATION TO THE CALIFORNIA INSTITUTION FOR WOMEN	DATE: April 5, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 10
BUSINESS PLAN: N/A	FILE I.D.: EQS051/052
	DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider declaring unclaimed bicycles in Police custody as surplus so they may be donated to the California Institution for Women.

BACKGROUND: The bicycles included on the attached list are considered unclaimed property in Police custody. Upon the City Council's declaration of the bicycles as surplus, they would become available for donation to the California Institution for Women.

FISCAL IMPACT: There would be no fiscal impact to the City's General Fund should the City Council approve this item.

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: Sharon Regan Reviewed and Approved by: H. C. [Signature]

Proofed by: Judy [Signature] Presented by: [Signature]

AGENDA REPORT

SUBJECT: CONSIDER QUITCLAIMING ALL RIGHTS AND INTERESTS TO PROPERTY LOCATED SOUTH OF PALO VERDE STREET AND WEST OF THE SAN ANTONIO CHANNEL TO MONTE VISTA WATER DISTRICT	DATE: April 5, 2009
	SECTION: ADMIN. REPORTS
	ITEM NO.: 11
BUSINESS PLAN: N/A	FILE I.D.: LDA550
	DEPT.: PUBLIC WORKS

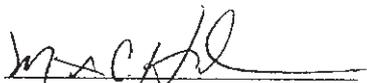
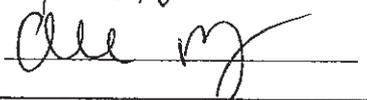
REASON FOR CONSIDERATION: Conveyance, relinquishment, or quitclaiming of City-owned properties requires City Council approval.

BACKGROUND: In 1992, a property owner submitted a proposed development plan for a triangularly shaped property located on the south side of Palo Verde Street adjacent to the west side of the San Antonio Channel. Because of the shape and narrow width of the property, the developer asked the City for a number of variances for Tract No. 15897, both with respect to lot development and street standards.

The developer owned the majority of the property west of the channel, but a portion of it was owned by Chino Basin Water Conservation District (Chino Basin). Chino Basin owned property that straddled the channel, with the majority of the property located on the east side of the channel. The westerly portion of Chino Basin's property was also encumbered by a flood control easement owned by the U.S. Army Corps of Engineers, making ownership of that portion more of a liability than an asset. The developer asked Chino Basin to quitclaim a portion of the property west of the channel to the City so that it might be incorporated into the development as a street for Tract No. 15897.

Chino Basin complied with this request, and although it executed a quitclaim in May 2004, there is no evidence that it was ever accepted by the City. There is also no evidence that the City Council ever approved the final map for Tract No. 15897. Both actions would have been necessary for the development of Tract No. 15897. The tract property remained undeveloped and for sale until recently when it was purchased by Monte Vista Water District.

Monte Vista Water District has acquired fee title to what was originally intended to be Tract No. 15897. It would also like to acquire the property originally quitclaimed by Chino Basin to the City. Chino Basin no longer claims ownership of the parcel in question as evidenced by its quitclaim deed. Although the City was the intended recipient of that quitclaimed parcel, it was never recorded. Technically, the City does not have ownership of that parcel either. Nevertheless, it is recommended that the City Council relinquish and quitclaim all rights and interests to the subject parcel. Then it will be up to Monte Vista Water District to convince its title insurer that it has legitimate ownership of the parcel in question.

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

FISCAL IMPACT: There is no fiscal impact to the City regarding the quitclaiming of the property located on the south side of Palo Verde Street west of the San Antonio Channel. Although the property was originally quitclaimed to the City by Chino Basin Water Conservation District, the quitclaim document was never accepted by the City. The parcel is not considered to be a City asset.

RECOMMENDATION: Staff recommends the City Council quitclaim all rights and interests to property located south of Palo Verde Street and west of the San Antonio Channel to Monte Vista Water District.

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Montclair)
5111 Benito Street)
P. O. Box 2308)
Montclair, CA 91763)
Attention: City Clerk)

This document is exempt from payment of a recording fee pursuant to Government Code Section 27383

Exempt from payment of Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11922

QUITCLAIM DEED

FOR VALUE RECEIVED, THE CITY OF MONTCLAIR, A CALIFORNIA MUNICIPAL CORPORATION,

does hereby remise, release, and forever quitclaim to:

MONTE VISTA WATER DISTRICT

all rights, title, and interest in and to that certain property located in the City of Montclair, County of San Bernardino, State of California, in the office of the County Recorder, County of San Bernardino, State of California, more particularly described in Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, grantor has executed this Quitclaim Deed as of _____, 2010.

CITY OF MONTCLAIR, A CALIFORNIA MUNICIPAL CORPORATION

By: _____
Mayor

This is to certify that the interest in real property conveyed by the within instrument by the City of Montclair, State of California, a Municipal Corporation, is hereby quitclaimed by order of the Montclair City Council made on

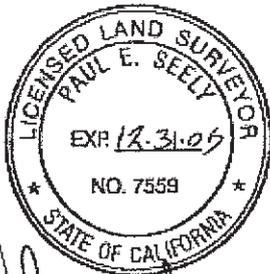
Dated: _____

By: _____
City Clerk

EXHIBIT A

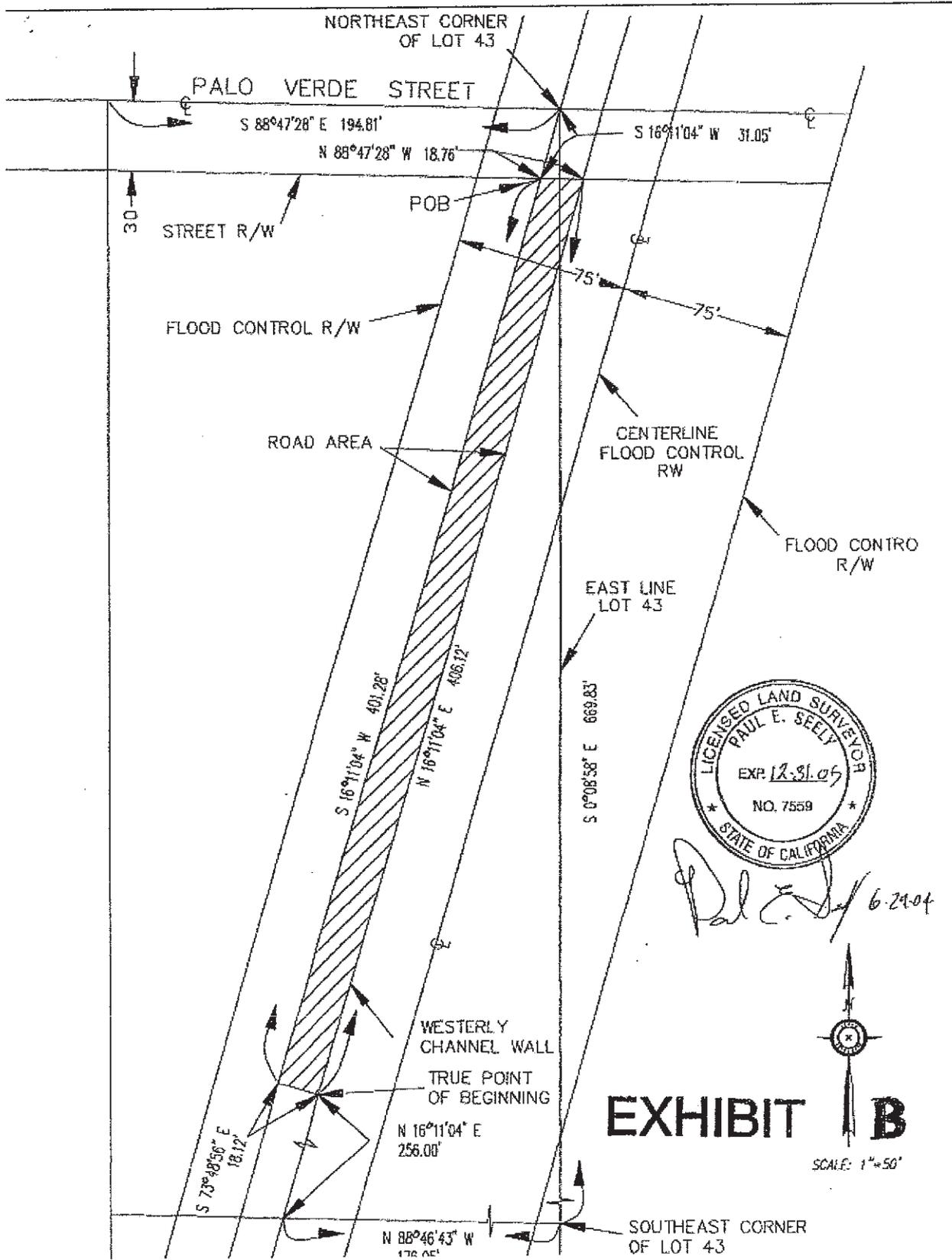
A portion of Lot 43 of The Claremont Orange Tract, as per map filed in Book 17, page 87, of Maps, records of San Bernardino County, described as follows:

Commencing at the northeast corner of said Lot 43, said corner being a point in the centerline of Palo Verde Street, 60 feet-wide, said centerline having a bearing of South 88°47'28" East for the purpose of this description; thence South 16°11'04" West 31.05 feet to the southerly sideline of said street and the Point Of Beginning; thence continuing South 16°11'04" West 401.28 feet; thence South 73°48'56" East 18.12 feet to a point on the westerly channel wall of Los Angeles County Flood Control District channel ; thence North 16°11'04" East 406.12 feet to said southerly sideline; thence North 88°47'28" West 18.76 feet to the Point Of Beginning.



Paul E. Seely 6-29-04

EXHIBIT B



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-27 WITH NATIONAL COLLEGE OF TECHNICAL INSTRUCTION AUTHORIZING THE FIRE DEPARTMENT TO PROVIDE CLINICAL TRAINING FOR EMERGENCY MEDICAL STUDENTS	DATE: April 5, 2010
	SECTION: AGREEMENTS
	ITEM NO.: 1
BUSINESS PLAN: N/A	FILE I.D.: FRD050
	DEPT.: FIRE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-27 with National College of Technical Instruction authorizing the Fire Department to provide clinical training for emergency medical students. Proposed Agreement No. 10-27 is attached for the City Council's review and consideration.

BACKGROUND: As an agency with a paramedic program, the City has been approached with another opportunity to provide field training to emergency medical students. National College of Technical Instruction (NCTI) has an established Emergency Medical Technician/Paramedic (EMT-P) Program and desires to contract with the Montclair Fire Department to provide field training to some of its EMT-P students. The City previously approved Agreement No. 08-05 with NCTI, which was a 24-month agreement.

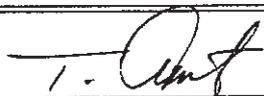
Paramedics who satisfactorily complete the required training to become clinical preceptors may provide field training to EMT-P students/interns. The Fire Department currently has three paramedics who are certified as preceptors. The Fire Department just recently served as a preceptor for an Emergency Medical Sciences Training Institute paramedic student and determined that serving as a field-training agency continues to be beneficial to the City's paramedic program.

As a field-training agency, the preceptors are obligated to practice and maintain advanced life-support skills. As a training agency, the City's paramedic program continually receives updated advanced life-support information and practices changing medical protocols.

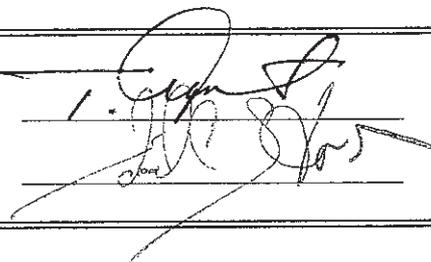
FISCAL IMPACT: There would be no fiscal impact should the City Council approve proposed Agreement No. 10-27 with National College of Technical Instruction.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-27 with National College of Technical Instruction authorizing the Fire Department to provide clinical training for emergency medical students.

Prepared by: _____



Reviewed and
Approved by: _____



Proofed by: _____



Presented by: _____



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

THIS AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE is made between American Medical Response West, Inc. d/b/a National College of Technical Instruction, (“School”) and the Contractor (the “Contractor”) set out on the signature page of this Agreement.

WHEREAS, School is a program which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, Emergency Medical Technician-Paramedic and other, similar health care and pre-hospital providers (“Students”);

WHEREAS, As a part of the licensing and/or certification requirements Students must complete a course of study including a field internship experience (“Field Internship Experience”) by and through assignment to various mobile intensive care units operated by Contractor;

WHEREAS, Contractor is a provider of emergency medical service, including both advanced life support and basic life support pre-hospital care and transport, and Contractor has agreed to assist School by providing a limited Field Internship Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Contractor’s standards of service to its patients.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM.

1.1. Commencement Date. This agreement shall become effective when signed by all of the parties (“Effective Date”) and completion of the written approval and certification contemplated in paragraph 2.2, 2.3 and 2.4. This agreement shall be for a term of twenty-four (24) months from the Effective Date. Any renewal shall be set forth in a writing signed by the parties.

1.2. Termination. This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein.

2. RIGHTS AND OBLIGATIONS OF SCHOOL.

2.1. School’s Accreditation. School shall maintain a qualified educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians, Emergency Medical Technician-Paramedics or other similar pre-hospital health care providers. School’s program shall include programming, administration,

matriculation, promotion and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which School resides and in which the program contemplated herein is to operate.

2.2. Approval by Licensing/Certifying Agency(ies). School shall secure from all relevant licensing/certifying agencies written approval for the Field Internship Experience program contemplated herein and shall maintain such approval throughout the course of the program. School shall provide Contractor with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Field Internship Experience program.

2.3. Student Licensure/Certification. School shall ensure that each Student enrolled in the clinical program is compliant with any licensure certification required for participation in this program, which may include, but is not limited to state EMT and CPR credentials or any provisional licensure/certification. School shall provide Contractor with a copy of the requisite licensure and or certification for any Student enrolling in the Field Internship Experience before the Student is allowed to participate in the program unless, the licensing/certifying agencies advise School and Contractor, in writing, that licensure/certification is not required and the Field Internship Experience program is approved under all applicable, or potentially applicable, laws and regulations.

2.4. Approval by Doctor or Agency Having Medical Control. If applicable, School will secure from the doctor or agency having medical control in the state(s) or county(ies) in which program will operate, written approval for the Field Internship Experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any Student participating in the course of clinical education. School will provide Contractor with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program.

2.5. Records. School will keep and maintain accurate records for all Students participating in the Field Internship Experience. The records will include the Students transcript, licensure or certification, temporary license or certification (if applicable), pre-assessment health record, and record of history / vaccination / immunization as set forth in paragraph 2.8 hereof. School will maintain the records for a period of at least four (4) years (or any greater period as may be required by applicable) from the date



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

Student completes, or ceases to participate in, the Field Internship Experience contemplated herein.

2.6. List of Participants, Qualifications, Objectives and Representations. School will notify Contractor at least thirty (30) days prior to the inception of a course of Field Internship Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Field Internship Experience. Inclusion by School of a Student's name on this list is School's representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Field Internship Experience. The School shall comply with any requirements or procedures that Contractor requires regarding documentation to verify the Student's qualifications for the Field Internship Experience.

2.7. Contractor Rules and Regulations. School will use all reasonable efforts to cause Students to comply with Contractor's policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. School will, prior to allowing a Student to participate in the Field Internship Experience, review patient confidentiality as well as the Contractor's policies, procedures, work rules and regulations with Student and secure Student's agreement to abide by all such rules and regulations.

2.8. Pre-assignment Health Assessment. School will cause Student to complete a pre-assignment health assessment, at Student's or School's expense, which includes, but is not limited to: history of communicable diseases and immunizations, proof of tetanus vaccination or immunization, proof of Hepatitis B vaccination or executed declination and waivers of the Hepatitis B vaccination by the Student, proof of MMR vaccination, respiratory certification by a physician and PPD test. School will provide proof of satisfactory completion/vaccination to Contractor upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.

2.9. OSHA Compliance. Prior to allowing Student to enroll in the course of Field Internship Experience, School will educate and train Student in compliance with all relevant and required OSHA regulations including, but not limited to, Blood-borne Pathogens Standard and TB Standard.

2.10. Personal Protective Equipment. School shall provide Student with all necessary personal protective equipment, including fitting, as is, or may be, required by OSHA or other regulatory agency as required in locale of Contractor prior to assignment to the Field Internship Experience. Such equipment may include: safety glasses, face shields and particulate respirators. School recognizes and will inform Student that this equipment must be in the possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

2.11. Assistance in Obtaining Signatures and Compliance. School recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. School shall assist Contractor in obtaining any necessary signatures and ensuring Student compliance with Contractor rules and this agreement including, but not limited to, those contained in part 3 of this agreement.

2.12. Evaluation of Performance. School, in conjunction with Contractor personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.

2.13. Minimum Age of Participants. School and Contractor will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student is at least eighteen (18) years of age.

3. STUDENT OBLIGATIONS AND REQUIREMENTS.

3.1. Release. Student will, prior to participating in the clinical experience, read, understand and sign a ride-along waiver releasing Contractor from any and all liability and/or responsibility arising out of Student's participation in the Clinical Experience. This release of claims must be executed, and on file with the School, prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience and no Student will be permitted on a Contractor vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A.

3.2. Pre-assignment Health Assessment. Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

3.3. Contractor Rules and Patient Confidentiality.

Student shall comply with Contractor's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Contractor property, must meet all standards of appearance and conduct required by Contractor of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Contractor vehicle personal protective equipment and use such equipment when, as and where designated by Contractor personnel. Any information generated as a result of the activities set forth in this agreement, including information regarding patients or business activities of Contractor, as well as any information regarding the students and their performance or the Training Program itself, shall remain confidential. Students will be required to sign an acknowledgement of their understanding of the mandates for confidentiality as imposed by the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974 and any applicable state laws.

3.4. **Student Intern Agreement.** Student will read and execute the student intern agreement. Execution of the student intern agreement is a condition precedent to participation in the Field Internship Experience program. The student intern agreement is attached hereto and made a part hereof as Exhibit A.

4. CONTRACTOR RIGHTS AND OBLIGATIONS.

4.1. **Contractor Rules.** Contractor requires Students, while participating in the clinical program, on Contractor property, to meet all standards of appearance and conduct required by Contractor of its own employees. Contractor reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Contractor standards.

4.2. **Student's Skill Level.** Contractor reserves the right to discontinue Student's participation in the program should Contractor, in its sole discretion, determine that Student's skill level is substandard. Contractor will immediately advise School of any such concerns or situations.

4.3. **Orientation Program.** Contractor may require Student to attend an orientation program designed to orient Student to Contractor's rules regulations and policies prior to beginning their Field Internship Experience. The details and procedures for the

orientation program shall be in the Contractor's sole discretion.

4.4. **Contractor's Control of Patient Care.** Contractor reserves the right to determine where, when and if a Student may participate in the provision of care to its patients. Contractor will endeavor to utilize Student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount and Student shall follow Contractor's instructions with respect to the provision of patient care.

4.5. **Right to Control Participation.** Company reserves the right to refuse to allow any Student to participate in the provision of care at the scene of an emergency where, in company's sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of Company or otherwise be inappropriate.

4.6. **Student Evaluations.** Contractor will cooperate with School in performing evaluations of Student's Field Internship Experience.

4.7. **Provision of Field Internship Experience.** Contractor will provide a Field Internship Experience for the School's Students in compliance with the guidelines, protocols, scope of practice provided by the licensing/certifying agency and in accord with the instructions of the doctor or agency having medical control, if applicable. The number of Students that Contractor accepts into the Field Internship Experience shall be determined by mutual agreement between School and Contractor.

5. INDEMNIFICATION

5.1. **Indemnity for Third Party Claims.** School will save, defend, indemnify and hold harmless Contractor, its officers, employees, agents, affiliates and representatives of and from any and all claims, suits, costs and actions arising out of the provision of the Field Internship Experience. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Contractor arising solely out of Contractor's own negligence or intentional conduct.

5.2. **Indemnity for Student Claims.** School will save, defend, indemnify and hold harmless Contractor, its officers, employees, agents, affiliates and representatives of and from any and all claims, suits, costs and actions brought by any Student, or their



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

heirs, against company arising out of their participation in this program or by any patient claiming that the negligence of Student caused, compounded or exacerbated their injuries. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement; provided, however, that this indemnity is not intended to cover claims against Contractor arising solely out of Contractor's own negligence or intentional conduct.

- 5.3. Defense Obligation.** In any action in which School is obligated to provide Contractor with a defense, School shall at its cost and expense, fully and diligently defend Contractor against any claims brought, investigations undertaken or actions filed which concern claims for which Contractor is entitled to indemnification under paragraphs 5.1, 5.2, and 5.3.

6. INSURANCE.

6.1. Professional Medical Liability and General Liability Coverage. School will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Coverage must specifically cover Students in the Field Internship Experience, working under this agreement and within the course of their training and education during this program. School will name Contractor as an Additional Insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. School will provide Contractor with written verification of coverage in the form of a certificate of insurance, which will be attached to this agreement. School covenants to keep the required insurance in force and effect through the term of this agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.

6.2. Endorsement for Student Activities. School assures Contractor that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within School's Medical Liability and General Liability coverage for all activities conducted under this program.

6.3. Coverage for Student Injuries. School recognizes that Students are NOT covered by Contractor's Workers Compensation Insurance or Self Insured Program. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be

injured or become ill during the course of their Field Internship Experience. School will provide Contractor with a written verification of insurance coverage in the form of a certificate of insurance which will be attached to this agreement.

6.4. Amount of Coverage Not a Limitation. The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.

6.5. Minimum Qualifications of Insurer. Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Field Internship Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Field Internship Experience will occur.

7. NOTICES.

7.1. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Contractor:

MONTCLAIR FIRE DEPARTMENT
8901 Monte Vista Avenue
Montclair, California 91763

If to School:

American Medical Response West, Inc.,
d/b/a National College of Technical Instruction
333 Sunrise Avenue, Suite 500
Roseville, California 95661

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

Greenwood Village, Colorado 80111

training requirements that may be legally imposed upon School by any applicable regulatory authority.

8. Fees, Compensation and Tuition

8.1. Fees, Compensation and Tuition. If applicable, any fees, compensation and tuition that Contractor shall receive will be set forth in Exhibit B.

9. Scope of Field Internship Experience

9.1. Scope of Field Internship Experience. The specific scope of the Field Internship Experience that the Contractor shall provide will be set forth in Exhibit C.

10. MISCELLANEOUS.

10.1. Miscellaneous. This Agreement (including the Schedules and Exhibits hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of the principal office of the School, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

11. Other.

11.1. Compliance with Laws. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

11.2. Compliance Program and Code of Conduct. The Contractor acknowledges that School has made available to School a copy of its Compliance Program and Code of Conduct at School's web site, located at: www.amr.net. The School shall comply with any

11.3. Non-Exclusion. Each party represents and certifies that it has not been convicted of any conduct identified on Exhibit D. Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Exhibit D or otherwise. Each party understands that if DHHS or OIG excludes it, or any of its employees who provide health care services, from participation in Federal health care programs, the party must notify the other party within 5 days of knowledge of such fact, and the other party may immediately terminate the Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

American Medical Response West, Inc.
d/b/a NATIONAL COLLEGE OF TECHNICAL
INSTRUCTION

By: _____
Lawson Stuart, RN, MBA, MICP
Executive Director, Academic Programs

MONTCLAIR FIRE DEPARTMENT

By: _____

Print Name: Paul M. Eaton

Print Title: Mayor

Attest:

By: _____

Print Name: Donna M. Jackson

Print Title: City Clerk



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

Exhibit A Student Intern Agreement and Release

Student is enrolled in a course of study at School designed to enable Student to become a licensed/certified Emergency Medical Technician, Emergency Medical Technician-Paramedic or other similar pre-Contractor health care provider. As part of the curriculum, Student has enrolled in the Field Internship Experience, which is offered through the School, with Contractor's assistance. The Field Internship Experience involves: 1) Student's performing acquired pre-hospital skills alongside Contractor's personnel; and, 2) accompanying and observing the Contractor's personnel providing emergency and non-emergency ambulance transport, care and related services..

Student has asked to participate in Field Internship Experience knowing that participation will require Student to accompany Contractor personnel in dangerous and potentially life-threatening situations. Student realizes that Contractor could not, and would not, allow Student to accompany its personnel without his/her agreement to: (i) release the Contractor from any and all claims for injury or death which may result from Student's participation in the program; (ii) assume the risk of death or injury associated with the Field Internship Experience; (iii) agree to read, understand and follow Contractor's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and (v) follow the instruction/direction of Contractor personnel with respect to patient care, demeanor, safety, use of personal protective devices, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Field Internship Experience. Student hereby represents that he or she **AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY.** These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/or sprains to one and/or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of emergencies including assault and battery.

In consideration of Contractor's agreement to provide the Field Internship Experience to Student, Student agrees to release and forever discharge Contractor and its agents, employees affiliates, parent corporation, successors and assigns of and from all claims, demands, suits, injuries or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Contractor's policies, procedures and work rules; (ii) follow Contractor's instruction and direction with respect to patient care, safety, personal protection; and, abide by Contractor rules and direction. Student understands that failure to follow the Contractor's direction may result, in Contractor's sole discretion, in his/her expulsion from the Field Internship Experience program.

The School shall require its students to complete a Criminal Offenders Record Information ("CORI") check. By virtue of this agreement, the School assures Contractor that it found no information that would, in accordance with the provisions of state EMS regulations, preclude the Student from the duties of an EMS provider.

The relationship of field internship Student and Contractor is that of a student being provided an educational experience by Contractor and such activity shall in no way be construed as creating any other relationship including an employment relationship. The Student shall receive no compensation from Contractor for activities during the internship.

The Student will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. The Student acknowledges that School has made available to Student a copy of its Compliance Program and Code of Conduct at School's web site, located at: www.amr.net. The Student shall comply with any training requirements that may be legally imposed upon School by any applicable regulatory authority.

The Student represents and certifies that he/she has not been convicted of any conduct identified on Attachment "A". The Student further represents and certifies that he/she is not ineligible to participate in Federal health care



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

programs or in any other state or federal government payment program, as provided on Attachment "A" or otherwise. The Student understands that if DHHS or OIG excludes he/she from participation in Federal health care programs, he/she must notify the School and Contractor within 5 days of knowledge of such fact, and the Contractor may immediately terminate the Agreement.

Student certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By Signing this Document You Acknowledge That You Have Been Advised That There Are Risks Inherent in this Type of Activity and Have Decided to Assume That Risk and Release the Company of and from All Liability. You Agree to Release the Company from Any Claims Associated with the Event and That You, Not the Company, Are Assuming Complete and Total Responsibility for and Any and All Injuries, Damages or Losses That You May Suffer as a Result of Participating in the Field Internship Experience Program.

I agree to all terms set forth above.

Dated: _____

Signature of Student: _____

Print Name: _____

Attachment "A"

Overview of law regarding exclusion from Medicare and State Health Care Programs 42 U.S.C. 1320a-7

(a) **Mandatory exclusion.** The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(f) of this title):

(1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

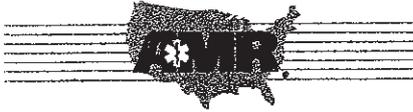
(2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) Felony conviction relating to health care fraud. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) **Permissive exclusion.** The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>), and an overview of the exclusion regulations is attached hereto).



AMERICAN MEDICAL RESPONSE®

AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

Exhibit B Fees, Compensation and Tuition

Neither party to this agreement shall receive any fees, compensation, or tuition from the other party for the provision of any services pursuant to the terms hereof.



AMERICAN MEDICAL RESPONSE®

AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

Exhibit C Scope of Field Internship Experience

The Field Internship shall be conducted in accordance with the terms and requirements as mutually agreed to by the parties.



AMERICAN MEDICAL RESPONSE®

AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

Exhibit D

Overview of law regarding exclusion from Medicare and State Health Care Programs 42 U.S.C. 1320a-7

(a) **Mandatory exclusion.** The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(f) of this title):

(1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

(2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) Felony conviction relating to health care fraud. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) **Permissive exclusion.** The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>), and an overview of the exclusion regulations is attached hereto).

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-29 BETWEEN THE CITIES OF UPLAND AND MONTCLAIR FOR THE FORMATION OF THE UPLAND/MONTCLAIR SPECIAL WEAPONS AND TACTICS (S.W.A.T.) TEAM	DATE: April 5, 2010
	SECTION: AGREEMENTS
	ITEM NO.: 2
BUSINESS PLAN: N/A	FILE I.D.: PDT775
	DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-29 between the cities of Upland and Montclair for the formation of a special tactical unit, known as the Upland/Montclair Special Weapons and Tactics (S.W.A.T.) Team. Proposed Agreement No. 10-29 has been reviewed and approved by the City Attorney and is attached for the City Council's review and consideration.

BACKGROUND: The City of Montclair does not staff a specialized team of trained personnel to resolve crisis and high-risk circumstances, such as hostage and sniper situations, barricaded subjects, and high-risk search and arrest warrants. The Upland and Montclair Police Chiefs have recognized that when critical incidents are handled by a S.W.A.T. team, the risk of injuries and loss of lives to our residents, Police Officers, and suspects are greatly reduced.

Approval of proposed Agreement No. 10-29 would formalize the concept of a multijurisdictional special weapons and tactics team between the Upland and Montclair Police Departments. Nine members of the Montclair Police Department would join the Upland Police Department S.W.A.T. Team, which would result in a more efficient utilization of the City's Police services and resources.

FISCAL IMPACT: First-year costs for the S.W.A.T. Team are estimated at \$30,000. On November 16, 2009, the City Council approved the allocation of \$30,000 from the Supplemental Law Enforcement Services Fund to be utilized for S.W.A.T. equipment, overtime, and training.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-29 between the cities of Upland and Montclair for the formation of the Upland/Montclair Special Weapons and Tactics (S.W.A.T.) Team.

Prepared by: <u>M. deBoer 76</u>	Reviewed and Approved by: <u>K.C. Owens</u>
Proofed by: <u>Sharon Agjirian</u>	Presented by: <u>[Signature]</u>

**AGREEMENT BETWEEN THE
CITIES OF UPLAND AND MONTCLAIR
FOR JOINT POLICE SERVICES**

This contract is dated for identification this _____ day of March, 2010 and is made by and between the CITY OF UPLAND, a General Law City and municipal corporation which has as its address 460 N. Euclid Avenue, Upland, California, 91786, and the CITY OF MONTCLAIR, a General Law City and municipal corporation which has as its address 5111 Benito Street, Montclair, California, 91763 (hereinafter "UPLAND" and "MONTCLAIR").

RECITALS

a) UPLAND and MONTCLAIR share not only a common boundary and proximity but also overlapping demands for Police responses, often to high-risk/critical incidents which require the specialized attention of a team trained specifically to be effective in highly volatile situations.

b) The Police Departments of UPLAND and MONTCLAIR have long recognized that mutual aid and cooperation in response to critical incidents can be enhanced and made more flexible and effective by combining forces for a Special Weapons And Tactics Team.

c) The Police Chiefs of UPLAND and MONTCLAIR have long recognized that to successfully resolve a tactical situation, a chief law enforcement administrator must have the proper tactical options at his or her disposal. A properly trained team capable of tactical and mediative options is the ideal. Even when the threat potential is low, continuous support for this type of team is important in order to maintain a high state of readiness.

d) The Chiefs of UPLAND and MONTCLAIR police departments recognize that a well managed, highly trained and highly skilled tactical response team handling a critical incident reduces the risk of injury or loss of life to our residents, police officers and suspects, and usually results in the successful resolution of those incidents.

e) Each police agency has expressed a desire to respond more swiftly to critical incidents with enhanced local control, a more consistent response, and with a combined larger group of officers than any one of the agencies could provide alone.

f) The purpose of this document is to formalize the proposed concept of a multi-jurisdictional special weapons and tactics team comprised of members of the UPLAND and MONTCLAIR Police Departments. The proposed name of this team is Upland/Montclair S.W.A.T. Team.

g) The City Councils of UPLAND and MONTCLAIR now desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resultant from that ongoing cooperative agreement.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, it is agreed as follows.

1. The Upland/Montclair S.W.A.T. Team

It is hereby formally established that the police departments and personnel of UPLAND and MONTCLAIR have formed a special tactical unit, known as the Upland/Montclair S.W.A.T. Team (hereafter referred to as "the SWAT Team").

2. Purpose/Mission Statement

It is the intent of the signatories to achieve the following:

- a. A more efficient utilization of police services and resources;
- b. An enhanced degree of cooperation between law enforcement agencies within the participating communities;
- c. A more timely and effective response to calls for specialized police assistance;
- d. Additional manpower levels of highly trained law enforcement officers to resolve crisis and high-risk situations; and
- e. Enhance the degree of response to demands for special weapons and tactics teams to handle high-risk situations.

3. Additional Parties

Other agencies may join the SWAT Team upon approval of a majority of the current member agencies, and upon execution of this Agreement, as amended.

4. Term

This agreement will take effect upon execution by each party's respective governing bodies; and will remain in full force and effect for each and every signatory until the governing body of any one or more signatory(ies) provides 30 days notice to the governing body(ies) of each and every other signatory of their withdrawal in writing. It is specifically understood and agreed by and among the signatories that the withdrawal of any one or more parties does not work a nullification of this agreement, nor otherwise require its redrafting or re-execution.

5. Personnel

UPLAND and MONTCLAIR will each assign and maintain officers for the SWAT Team sufficient to provide appropriate joint coverage for critical incidents in any city which may require a response by the SWAT Team.

The Police Chief of each participating agency must approve the assignment of personnel from his or her agency to the SWAT Team. The Police Chief of Upland may reject any candidate proposed for assignment to the SWAT Team. The SWAT Team Commander may remove any officer from the SWAT Team for any or no reason. Assignments to the SWAT Team will be reviewed on a yearly basis.

Personnel assigned to the SWAT Team shall be full-time sworn members of their respective police department. In addition:

- a. All participating personnel will attend scheduled training sessions.
- b. New personnel appointed to the SWAT Team will complete basic special weapons and tactics training as soon as practical, preferably no later than one year from appointment. Team members who have not completed basic SWAT school shall not participate in call-outs.
- c. SWAT Team training will be conducted twice a month.
- d. SWAT Team members shall maintain minimum levels of physical fitness and satisfactorily complete fitness tests in accordance with team standards.

While participating in any high-risk/critical incidents or any training exercises, each member of the SWAT Team shall be subject to the exclusive chain of command of the SWAT Team as described in Section 6 herein.

6. Team Command and Management

The Upland/Montclair SWAT Team is under the command of an Upland SWAT Team lieutenant. When activated for an operation, the Upland SWAT Team lieutenant, or SWAT Team Commander when the lieutenant is absent, reports directly to the Incident Commander of the requesting agency, where one has been designated, or to the on-scene supervisor. The Incident Commander shall determine if a tactical option will be initiated. The Incident Commander for the requesting agency will completely brief the SWAT Team lieutenant upon his/her arrival at the scene of all known details/circumstances associated with the incident. Once the situation has been explained and the mission assigned, the execution of that assignment will be determined by the SWAT Team lieutenant.

The Upland SWAT Team lieutenant or, in his absence, the SWAT Team Commander, shall be in command of physical operation of the response itself in terms of the movement and actions of team members necessary to achieve the goal of the operation. Unless the SWAT Team lieutenant relinquishes his control to another person outside the SWAT Team, no other person, who is not in a leadership position within the SWAT Team, will attempt to direct, supervise or control any element or member of the SWAT Team. When an operational plan is developed, the Incident Commander for the requesting agency will be completely briefed, when possible, by the SWAT Team lieutenant prior to the actual execution of it.

The Upland Police Department shall provide one police lieutenant to be assigned to the SWAT Team. This lieutenant will act as a liaison for all participating agencies, and shall have overall responsibility for managing the SWAT Team.

The Upland Police Department shall provide two SWAT Team members, one designated as the SWAT Team Commander and the other designated as the SWAT Team leader.

- a. The SWAT Team Commander, in conjunction with the SWAT Team lieutenant, is responsible for tactical planning, as well as the implementation and coordination of those plans. The Team Commander is also responsible for training, administrative duties including the unit's budget, and overall functioning of the unit. The Team Commander is subordinate to the Team lieutenant.
- b. The SWAT Team Leader is responsible for the completion of the team's specific mission. The Team leader is responsible for supervising and directing the tactical deployment of the team in coordination with the Team Commander. The Team Leader is also responsible for the overall functioning of the team, including operations, training, equipment and personnel. The Team Leader is subordinate to the Team Commander.
- c. SWAT Team members are comprised of officers and detectives from all participating agencies and work under the supervision of the SWAT Team Commander and Team Leader. Team members will follow all policies, procedures and guidelines specifically outlined in Upland Police Department Policy and Procedure, Chapter 4, Section 1.3 (see attached). Should any of the SWAT Team policies or procedures conflict with the department rules of respective team members, the member shall immediately bring the conflict to the attention of the SWAT Team Commander or Team Leader. The Commander or Team Leader will then take the necessary action to eliminate the conflict consistent with the department rules of the respective team member.

7. Activation

a. Activation Criteria

The SWAT Team may respond to critical incidents at the request of the on-duty Watch Commander or higher authority of the jurisdiction affected by the incident. Critical incidents are defined as follows:

1. Hostage Situations – The holding of any person(s) against their will by an armed or potentially armed suspect.
2. Barricaded Subjects – The standoff created by an armed or potentially armed suspect in any location, whether fortified or not, who is refusing to comply with police demands for surrender.
3. Sniper Situations – The firing upon citizens and/or police by an armed suspect, whether stationary or mobile.
4. Arrest or Search Warrant Situations – When the subject has demonstrated or there is reasonable cause to believe the suspect has a propensity toward violence, is armed, or is in a location that is fortified.
5. Personal Protection – The security of special persons, such as VIP's, witnesses, or suspects, based on threat or potential threat to the well being of those persons.
6. Special Assignments – Any assignment, at the discretion of the participating Chiefs of Police or their designee, based upon a high level of threat or risk.

b. Activation Process

The activation of the SWAT Team takes precedence over all other assignments within the participating agencies. SWAT Team members, once activated, become subordinate to the SWAT Team chain of command until the ranking SWAT Team supervisor determines the activation is over.

The Upland/Montclair SWAT Team is available, with the approval of the Chief of Police or Captain, to any requesting law enforcement agency.

This Agreement is strictly voluntary in nature and places no jurisdiction participating in it under any obligation to respond to a request for tactical unit services that it is unable or unwilling to honor. All participating

jurisdictions should make every accommodation possible to allow team members the opportunity to assist with a request for services.

8. Personnel Complaint Procedure

In the event of a complaint of misconduct, failure to comply with applicable law or policy, or negligence made against any member of the SWAT Team, such complaint shall be referred to the agency employing the respective officer involved in the conduct to be reviewed. Investigations of, and responses to, any such complaint shall be the sole responsibility of the member's employing agency. Each member agency shall cooperate fully in any such investigation, and shall make available its personnel and record to assist in the investigation to the extent permissible under existing law and applicable personnel rules. In the case of a complaint or complaints against members of the team from multiple assigning agencies, those agencies shall determine how and why and by whom each such complaint shall be investigated and responded to, in compliance with the applicable procedures and contractual obligations of the assigning agencies. Each member of the SWAT Team shall fully cooperate with investigations. Any personnel administrative action resulting from such investigations shall be the sole responsibility of the member's employing agency.

9. Personnel Costs and Expenses

Each participating agency will be responsible for all personnel costs and obligations associated with the staff it assigns to the program, including, but not limited to base salary, overtime salary and fringe benefits, uniforms, ammunition, firearms, Workers' Compensation and retirement benefits.

Each agency will provide their participating personnel with the requisite safety equipment which is set forth in the policy and procedures of the SWAT Team. Replacement cost of expendable items used during training or call-outs will be shared equally. A detailed accounting of such items will be maintained and a written statement of costs incurred will be submitted for payment to each participating agency.

10. Firearms

Each member assigned to the Upland/Montclair SWAT Team shall carry a Sig Sauer P220 .45 handgun. Shoulder weapons (sub-machine gun, shotgun, sniper rifle, etc.) will be assigned based upon team need and current assignment of the team member within the unit. Applicable departmental policies concerning the use of firearms shall apply. No weapon may be carried until a team member has met the qualifying requirements of the SWAT Team Range master. The SWAT Team Commander will develop and implement appropriate procedures as they apply to the use of special weapons and equipment.

11. Shooting Incident

In the event a team member uses deadly force (while on a SWAT deployment) during the performance of duty that results in injury or death, the SWAT Team Commander will ensure immediate notification is made to the following:

- a. The jurisdictional law enforcement agency in which the incident took place.
- b. The Watch Commander of the team member's respective agency.

In those cases where death or injury is the result of a shooting by a team member, the San Bernardino County Sheriff's Homicide Bureau will facilitate the investigation according to their department policy and procedure.

12. Discharge of Weapons

A discharge of a weapon resulting in a miss or an accidental discharge shall be immediately reported to the SWAT Team Commander for follow-up investigation.

13. Policies and Procedures

Each officer assigned to the SWAT Team will follow the general orders on the use of deadly force, use of lethal force, operation of police vehicles and any other general operating procedures adopted by the officer's employing agency.

The Police Chiefs of each participating agency shall establish procedures for the operation of the SWAT Team.

14. Amendments/Entire Agreement

Amendments and/or modifications to this Agreement can be proposed at any time by a participating agency. No amendment shall be effective unless the amendment is in writing and signed by each of the parties.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party acknowledges that this Agreement contains the entire agreement between the parties.

15. Indemnification

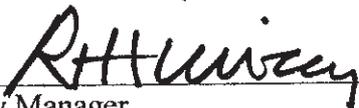
UPLAND and MONTCLAIR have the following understanding with regard to liability of the activities of the SWAT Team. UPLAND and MONTCLAIR hereby agree to be responsible for the acts and omissions of each of its own

officers and officials involved in any SWAT Team operation. In furtherance thereof, each party ("indemnifying party") agrees to indemnify, defend and hold harmless the other parties, including their officers, agents and employees with respect to any and all demands, claims or liabilities of any nature, including death or injury to any person, property damage or loss caused to the extent caused by the negligence or willful misconduct of any officer or official of the indemnifying party in the performance of activities of the SWAT Team. In other words, each party to this Agreement agrees in advance to be responsible for the conduct of its own officers assigned to the SWAT Team and to indemnify any and all other parties to this Agreement which may be sued by a third party due to an event or transaction engaged in by any of the officers or officials of such party.

IN WITNESS WHEREOF, this Agreement is executed by UPLAND and MONTCLAIR.

CITY OF UPLAND,
A California General Law City
and municipal corporation

ATTEST:

By: 
City Manager
City of Upland

By: 
City Clerk
City of Upland

CITY OF MONTCLAIR,
A California General Law City
and municipal corporation

ATTEST:

By: _____
Mayor
City of Montclair

By: _____
City Clerk
City of Montclair

APPROVED AS TO FORM AND CONTENT:

By: _____
City Attorney
Montclair City Attorney

I. POLICY

It shall be the policy of the Upland Police Department that when circumstances are such that the criteria has been met for a high risk situation, the S.W.A.T. Team should be considered for deployment.

II. MISSION STATEMENT

Recognizing that the presence of a highly trained, highly skilled police tactical unit has been shown to substantially reduce the risk of injury or loss of life to citizens, police officers and suspects; and recognizing that a well managed "team" response to critical incidents usually results in successful resolution of critical incidents, it is the intent of the Upland SWAT Team to provide a highly trained and skilled tactical team as a resource for the Upland Police Department in the handling of critical incidents.

III. MISSION:

The mission of the Upland SWAT Team is to support the Upland Police Department and any other requesting law enforcement agency with a tactical response to and resolution of critical incidents, placing primary emphasis on preventing injury or loss of life to citizens, law enforcement personnel and suspects. Critical incidents are defined as follows:

- A. Hostage Situations: The holding of any person(s) against their will by an armed or potentially armed suspect.
- B. Barricade Situations: The stand-off created by an armed or potentially armed suspect in any location, whether fortified or not, who is refusing to comply with police demands for surrender.
- C. Sniper Situations: The firing upon citizens and/or police by an armed suspect, whether stationary or mobile.
- D. Arrest or Search Warrant Situations: When the suspect has demonstrated or there is reasonable cause to believe that the suspect has a propensity toward violence, is armed, or is in a location that is fortified.
- E. Personal Protection: The security of special persons, such as VIP's, witnesses, or suspects, based on threat or potential threat to the well being of those persons.
- F. Special Assignments: Any assignment, at the discretion of the Chief of Police or his designee, based upon a high level of threat.

IV. Composition and Structure

A. Personnel

1. Team Commander (Lieutenant)

The Commander is in charge of all SWAT operations. The Commander is responsible for tactical planning, as well as the implementation and coordination of those plans. The Commander is also responsible for training, administrative duties including the budget, and overall functioning of the unit.

2. Team Leader (Sergeant)

The Leader is responsible for the completion of the team's specific mission. The Leader is responsible for supervising and directing the tactical deployment of the team in coordination with the Commander. The Leader is also responsible for the overall functioning of the team, including operations, training, equipment and personnel.

3. Scout

The Scout (point) is responsible for surveying the location of the incident, the surrounding area, and routes of ingress and egress. The Scout is responsible for selecting suggested positions during deployment and coordinating with the Team Leader. The Scout provides close range defense and security for the team during deployment. In the absence of the Team Leader, the Scout may be asked to assume the role of the Team Leader.

4. Back-up

The Back-up is responsible for assisting the Scout in surveying the tactical position and providing security for the Scout. The Back-up also provides close and intermediate range defense for the team during deployment. The Back-up is cross-trained as a Scout and may assume that role in the absence of the Scout.

5. Rear Guard

The Rear Guard provides security for the team as well as intermediate and close range defense. The Rear Guard may be cross-trained for other positions.

6. Breach Team Member

The Breach Team Member is responsible for opening blocked areas, such as locked doors, gates and windows, allowing access for the team. The Breach Team Member is proficient in the use of various tools including, but not limited to, a ram, slide ram, break and rake, and bolt-cutters. The Breach Team Member may be cross-trained for other positions.

7. Grenadier/Chemical Agent Officer

The Grenadier/Chemical Agent Officer is responsible for the containment of an incident location and the delivery of chemical agents. The Grenadier/Chemical Agent Officer may be cross-trained for other positions.

8. Rifleman/Counter Sniper

The Rifleman/Counter Sniper provides the capability of firing accurate shots from long, intermediate, and close range. The Rifleman/Counter Sniper gathers intelligence and provides information to the Team Leader concerning movement within and around the incident location. The Rifleman/Counter Sniper provides cover for the team and security during scouting missions. The Rifleman/Counter Sniper may be cross-trained for other positions.

9. Observer

The Observer is responsible for spotting for the Rifleman/Counter Sniper. The Observer handles communication for the rifle team and provides security for the Rifleman/Counter Sniper while moving in and out of the incident area. The Observer may be cross-trained for other positions.

10. Canine Unit

Although it is not a component of the SWAT Team, the Canine Unit may be used as support for SWAT operations. The use of a Canine Unit will be at the discretion of the Incident Commander, Team Commander, or Team Leader. When the use of the Canine Unit has been authorized, the Canine Handler will determine the method in which the canine will be used and coordinate with the Team Leader for its deployment.

V. COMMAND AND CONTROL STRUCTURE

The Upland SWAT Team is commanded by a Lieutenant. When activated for an operation, the SWAT Team Commander, or the Acting Commander when the Commander is absent, reports directly to the Incident Commander, where one has been designated, or to the on-scene supervisor. The SWAT Team Commander is responsible for deployment of the SWAT Team, tactical decision-making, and tactical resolution of the incident. The SWAT Team Commander is

subordinate to the Incident Commander only in terms of *when and if* the tactical option will be initiated, not *how* it will be performed. Unless the SWAT Team Commander relinquishes his control to another person outside the SWAT Team, no other person, who is not in a leadership position within the SWAT Team, will attempt to direct, supervise, or control any element or member of the SWAT Team.

VI. ACTIVATION PROCESS

A. SWAT Team activations take precedence over all other assignments within the Upland Police Department. SWAT Team members assigned to the Upland SWAT Team become subordinate to the SWAT Team Commander until the SWAT Team Commander determines that the activation is over.

B. Any Division within the Upland Police Department may request the assistance of the SWAT Team in planning or conducting appropriate operations. The SWAT Team will be notified and activated only after a request for such activation has been approved by the Chief of Police or a Captain. Once approval has been received, the responsible Watch Commander or Division Commander will then contact the SWAT Team Commander, or the next in the chain of command if the Commander is unavailable, and brief him on the incident. The Commander or Acting Commander will then take responsibility for the conduct of the activation.

C. The Upland SWAT Team is available, with the approval of the Chief of Police or a Captain, to any requesting law enforcement agency.

VII. SELECTION PROCESS

The Upland SWAT Team will select all prospective members from a valid selection roster created through applicant testing. An eligibility list will be maintained for one (1) year. Criteria for application will include the following:

- A. Two years law enforcement experience.
- B. Satisfactory job performance in present and previous assignments.
- C. Satisfactory physical fitness levels.
- D. Firearm qualifications according to Department standards.

Testing will consist of a SWAT specific and validated test, which includes the following:

- A. An oral examination/staff evaluation.
- B. Physical Fitness Qualification (PFQ)
 - 1. Based on the current standards of the Federal Bureau of Investigations (FBI).

Once accepted and assigned to the Upland SWAT Team, the candidate will be a provisional member until the successful completion of an approved SWAT training course.

All operational team members, regardless of rank or position, must maintain acceptable standards of performance, which include the following:

- A. Follow all Department policies and procedures.
- B. Follow all SWAT related rules.
- C. Follow all lawful orders.
- D. Have the ability to function and maintain strict discipline in all situations, particularly high-stress situations.
- E. Maintain the Department standards for firearm qualifications.
- F. Successfully complete an annual physical fitness qualification.

A SWAT Team member may voluntarily withdraw from the team at any time. A team member may be removed from the team, without cause, when deemed necessary for the good of the team by a consensus of the leadership elements of the team and with approval from the Chief of Police or his designee.

VIII. TRAINING STANDARDS

The Upland SWAT Team will conduct training a minimum of sixteen (16) hours per month. The Upland SWAT Team will train on appropriate subjects related to the mission of the Upland SWAT Team. All training will be documented and training records will be maintained on file. The training records will include:

- A. Member attendance.
- B. Disciplines used.
- C. Scenario.
- D. Hours involved.
- E. Weapons and equipment used.
- F. Any other details pertinent to the specific training.

The necessary notifications, as prescribed in the Upland Police Department Policy and Procedure Manual, Chapter 4, Section 19.0, will be made prior to all training exercises.

IX. EQUIPMENT STANDARDS

The Upland SWAT Team will supply its team members with at least the following equipment:

- A. Ballistic helmet.
- B. Safety goggles.
- C. Ballistic tactical vest.
- D. Black BDU.
- E. Green BDU.
- F. Under belt.
- G. Duty belt.
- H. Pistol holder.
- I. Knee pads.
- J. Gas mask.
- K. Fire resistant hood.
- L. Fire resistant gloves.
- M. Boots.
- N. Pistol – H&K USP-45.
- O. Rifle – M-16 Assault rifle.
- P. Pager.
- Q. SWAT locker.
- R. Radio.
- S. Special weapons as authorized.

SWAT Team members will utilize appropriate utility type uniforms, of an approved color/pattern, and footwear. Uniforms will utilize clearly visible and identifiable placards, patches, badges, or lettering that identifies the wearer of the uniform as a law enforcement officer. All other items of personal wear or equipment must be approved by the SWAT Team Commander.

SWAT Team members to whom any item of equipment is issued, are responsible for the care and maintenance of the equipment. Failure to appropriately care for or maintain the equipment in full mission readiness will be grounds for removal from the team.

X. SPECIAL EQUIPMENT

Recognizing that the missions of the Upland SWAT Team are performed in a hazardous environment, and recognizing that the safety of innocent citizens, officers, and suspects is often jeopardized by the hazardous conditions, it shall be the intent of the Upland SWAT Team to utilize special equipment, as listed below, in an attempt to lessen the risk of injury or death to all involved during the performance of the SWAT operation. **The Upland SWAT Team recognizes, however, that the use of the special equipment in no way implies or guarantees that injury or death will not occur during a SWAT operation.**

A. Primary Entry Weapons: Examples- Entry shotguns and submachine guns; a short-barreled weapon which enables the team member to acquire rapid target acquisition, enhances high levels of accuracy, and provides maneuverability, reliability, stopping power, and the ability to sustain fire.

B. High Caliber Rifles: Commonly referred to as counter-sniper rifles and assault rifles, these weapons allow the team member to place highly accurate rounds where needed to help resolve life threatening incidents.

C. Less Lethal Weapons or Ammunition: Weapons or ammunition which propel a round or device that is not normally lethal in nature. These weapons are designed to offer an alternative to the use of deadly force when appropriate.

D. Flash/Noise Diversionary Devices: Designed to save lives and reduce the potential for shooting situations by providing for a diversion for the entry of SWAT Team members into a hazardous area. Utilizes a bright flash of light followed immediately by a loud noise.

E. Breaching Tools and Ammunition: Items such as rams, pry bars, hydraulic or electronic machines, special frangible shotgun rounds, etc., which are designed to force entry into barricaded or secured areas.

F. Explosives: Tactical explosives used to force entry into barricaded or secured areas, or to create an entry point for tactical teams where appropriate speed and surprise can only be accomplished through the use of an explosive. Also used to create large exterior distractions.

The SWAT Team Commander will insure that only those team members properly trained and certified in the use of the special equipment will utilize the equipment.

The SWAT Team Commander will be responsible for establishing the certification standards and criteria for the team.

XI. MISSION PLANNING

The Upland SWAT Team will utilize a written planning process for all operations that are proactive or anticipatory in nature, such as raids. The written process will include a format that will document how the operation is to be conducted. All operations plans will be stored and maintained in a file.

The SWAT Team Commander will cause a log of events to be recorded on all SWAT operations, and will also cause all planning or decision-making documents to be recorded. These documents will be stored and maintained in a file.

XII. AFTER ACTION CRITIQUE

At the completion of all operations and significant training events the SWAT Team Commander will conduct an after action review. The purpose of this review will be to create a forum for team members to offer information for the improvement of the team. The after action review will be formatted to develop the following information: Positive Factors, Negative Factors, Solutions for the Negative Factors. The SWAT Team Commander will ensure that an After Action Report is prepared. Upon completion, this report will be forwarded to the Operations Division Commander for review. The Team Commander shall maintain all After Action Reports in a file.

XIII. PERIODIC POLICY REVIEW

The SWAT Team Commander will annually review and, when necessary, update this policy. The SWAT Team Commander will then cause the policy to be annually reviewed and approved, by signature, by the approval authority for the agency.

XIV. TACTICAL TEAM CALL-OUT PROCEDURE

A. It shall be the policy of this Department that a tactical team may be utilized in the following situations:

1. Hostage incidents.
2. Barricaded suspect incidents.
3. Sniper incidents.
4. Drug raids.
5. High-risk arrest situations as directed by the Chief of Police or his designee.

B. The basic guidelines for determining if the tactical team may be utilized are:

1. The suspect has committed a criminal act or is in a dangerous mental condition; or
2. The suspect is believed to be armed; or
3. The suspect has refused to submit to arrest; or
4. By the nature of the situation, an unacceptable risk is presented to officers or the public.

C. Notification and call-out of the tactical team.

1. If an incident falls within the listed guidelines, the on-duty Watch Commander will be notified.

2. The on-duty Watch Commander will evaluate the situation. If a response by the tactical team is necessary, he will notify the Chief of Police or his designee. If no one from the command staff is available, the on-duty Watch Commander has the authority to activate the tactical team.

3. After approval by the command staff officer, the Watch Commander or his designee will initiate a telephone call-out of tactical team members.

a. A current team roster with home telephone numbers and pager numbers will be maintained in the Watch Commander's Office and at each Dispatch station. For each member who is not on duty, a telephone call will be made to his home. If there is no answer, a message will be left and a call will be placed to his pager.

4. Activation of the tactical team by either the patrol division or investigative division will result in the initiation of a tactical team assignment. The team's operation will be the responsibility of the tactical team commander with the maxim being that the tactical team is independently responsible for the tactics employed to accomplish the mission. Upon completion of the mission, the incident will revert back to the division that initiated the call-out for reports and follow-up investigation.

5. A call-out for the tactical team will include all available team members.
- D. Mutual Aid
 1. Other law enforcement agencies may request assistance from the Department's tactical team. When this occurs, the Watch Commander shall inform their representatives of our policies and the following operational guidelines:
 - a. Mutual aid requests require approval of the Chief of Police or his designee.
 - b. The request for aid is from the agency's Chief of Police or his designee.
 1. Primary Assistance: Primary assistance denotes that the tactical team shall assume the entire responsibility involved in neutralizing a situation. The personnel utilized in the inner perimeter, or more specifically the primary zone, shall be limited to members of the tactical team or other officers the tactical team commander feels are appropriate. The team commander shall respond to the scene and take charge of our personnel. This does not preclude consultation between the team commander and the representative of the outside agency. The requesting agency must agree to this criteria or the tactical team will decline primary assistance.
 2. Secondary Assistance: Secondary assistance denotes that the tactical team will assume a supporting role to the requesting agency's tactical team. The requesting agency will retain complete operational responsibility and control of the incident. The team commander will respond to the scene and will accept mission assignments from the incident commander of the requesting agency. The integrity of the tactical team will remain intact and under the direct supervision of the team commander.

XV. S.W.A.T. Team Training Exercises – Necessary Notifications

The following guidelines are set forth in order to facilitate necessary notification of affected parties:

- A. Permission will be granted by the property owner or his agent prior to training at any site not owned by the city of Upland.
- B. Written notice of intended training will be given to those people who live and work within a reasonable distance of a proposed training site at least five days prior to the date of the intended training. Such written notice will take the form of a departmentally approved memorandum which is attached to this policy.
- C. Notification of intended training will be made to affected departmental personnel prior to such training taking place.
- D. Signs will be posted in close proximity to the training site that clearly display the Police Department training is taking place.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 10-31 WITH ONTARIO-MONTCLAIR
SCHOOL DISTRICT TO PROVIDE CASE
MANAGEMENT SERVICES

DATE: April 5, 2010

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: HSV044

BUSINESS

PLAN: N/A

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-31 with the Ontario-Montclair School District (OMSD) to provide case management services. Proposed Agreement No. 10-31 is attached for consideration by the City Council.

BACKGROUND: The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, OMSD, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative works to provide "a quality for all, by working together as diverse, committed individuals and organizations." It engages in ongoing strategic planning in order to identify resources and develop services for children, youth, and adults in the community.

The Montclair Community Collaborative's efforts resulted in the City of Montclair successfully obtaining a one-year competitive grant from the Inland Empire United Way (IEUW) to fund case management services for the community. The City Council approved Agreement No. 09-69 with IEUW on August 3, 2009. This contract requires the delivery of services through subcontracts to partner agencies.

Proposed Agreement No. 10-31 would provide funding to OMSD, a partner agency, for the following case management services in the Montclair community:

- Provide case management for at least 100 at-risk children and their families.
- Recruit case management interns.
- Conduct trainings of case management interns on standards of case management referral and range of linkages/referrals for children and their families in the community.
- Implement outcome-measurement activities and finalize evaluation reports.

FISCAL IMPACT: OMSD would be awarded \$25,130 from the IEUW grant.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-31 with Ontario-Montclair School District to provide case management services.

Prepared by:

M. Richter

Reviewed and
Approved by:

Thomas Lacro

Proofed by:

Christine Smedley

Presented by:

[Signature]

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

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT is made and entered into this 5th day of April, 2010, by and between the City of Montclair, hereinafter referred to as the "**CITY**," and Ontario-Montclair School District, hereinafter referred to as the "**OMSD**."

1. Services To Be Performed by OMSD.

(a) **OMSD** agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated by the **CITY**.

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

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

2. Compensation.

(a) Except as otherwise provided in this Agreement, **CITY** agrees to compensate **OMSD** for services rendered under this Agreement for a maximum of \$25,130 based on the Scope of Work, Attachment A.

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

(c) **CITY** will provide **OMSD** with forms, which **OMSD** will use to request payment under this Agreement unless **OMSD** can provide such forms. For each one-month period of service, a "Request for Payment" form must be returned to **CITY** in triplicate.

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

3. Term of Agreement.

The term of this Agreement is July 1, 2009, through June 30, 2010. Termination is pursuant to the provisions of Section 6 of this Agreement. CITY shall not be obligated to pay OMSD any additional consideration unless OMSD undertakes additional services, in which instance the consideration shall be increased as CITY and OMSD shall agree in writing.

4. Obligations of OMSD.

(a) During the term of this Agreement, OMSD agrees to diligently prosecute the work specified in the attached "Scope of Work" to completion.

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

(c) OMSD shall indemnify, pay for the defense of, and hold harmless CITY and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of OMSD's negligent or willful acts and/or omissions in rendering any services hereunder. OMSD shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning OMSD or any employee and shall further indemnify, pay for the defense of, and hold harmless CITY of and from any such payment or liability arising out of or in any manner connected with OMSD's performance under this Agreement.

5. Obligations of City.

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

(b) CITY shall indemnify, pay for the defense of, and hold harmless OMSD and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CITY's negligent or willful acts and/or omissions in rendering any services hereunder.

6. Termination of Agreement.

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

(b) Should OMSD default in the performance of this Agreement or breach

any of its provisions, CITY may terminate this Agreement by giving written 30-day notification to OMSD.

(c) If at any time during the performance of this Agreement CITY determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, CITY shall have the right to terminate the performance of OMSD's services hereunder by giving written notification to OMSD of its intention to terminate. At any time during the performance of this Agreement the OMSD may terminate this Agreement by giving written 30-day notification to CITY.

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

7. General Provisions.

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

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

- (1) Increase dollar amount
- (2) Administrative changes
- (3) Changes as required by law or the Inland Empire United Way

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

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

(e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of CITY,

OMSD, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of **CITY** or as part of any audit of **CITY**, for a period of three (3) years after final payment is made under this Agreement. **OMSD** shall preserve and cause to be preserved such books, records and files for the audit period.

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

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

"CITY"
5111 Benito Street
Montclair, CA 91763
(909) 626-8571

" OMSD"
950 West "D" Street
Ontario, CA 91762
(909) 459-2505

By: _____
Paul M. Eaton
Mayor

By: _____
Jill Hammond
Asst. Superintendent, Learning Support

Date: _____

ATTEST:

Donna M. Jackson
City Clerk

Signature

Printed Name

Title

ATTACHMENT A

Scope of Work

Services to be provided:

- Case management for at least 100 at-risk children and their families.
- Recruit case management interns.
- Conduct trainings of case management interns on standards of case management referral and range of linkages/referrals for children and their families in the community.
- Ongoing supervision and training support of case management interns.
- Implement outcome-measurement activities and finalize evaluation reports.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 10-32 WITH CHAFFEY JOINT UNION
HIGH SCHOOL DISTRICT FOR LAW
ENFORCEMENT SERVICES DURING FISCAL
YEAR 2010-11

DATE: April 5, 2010

SECTION: AGREEMENTS

ITEM NO.: 4

FILE I.D.: SCH125/350

**BUSINESS
PLAN:** N/A

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-32 with Chaffey Joint Union High School District to continue the Safe School Zone Officer assignment at Montclair High School.

BACKGROUND: Since 1995, the Montclair Police Department has provided the community with the services of a Safe School Zone Officer at Montclair High School.

Pursuant to the terms of proposed Agreement No. 10-32, the Chaffey Joint Union High School District would pay \$64,000 toward the cost of a Safe School Zone Officer. The Police Department would be obligated to provide an on-campus presence for eight hours each school day. Our experience has shown that an Officer's presence has a positive impact at the high school with little change to the allocation of patrol resources.

FISCAL IMPACT: The Chaffey Joint Union High School District would pay \$64,000 toward the salary of the Safe School Zone Officer during Fiscal Year 2010-11 should this item be approved .

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-32 with Chaffey Joint Union High School District for law enforcement services during Fiscal Year 2010-11.

Prepared by:

Kudry B.

Reviewed and
Approved by:

H. R. [Signature]

Proofed by:

Sharon [Signature]

Presented by:

[Signature]

**AGREEMENT
FOR SPECIALIZED LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into this 1st day of July, 2010, by and between the City of Montclair (hereinafter referred to as CITY) and the Chaffey Joint Union High School District (hereinafter referred to as DISTRICT), both of whom understand as follows:

WITNESSETH

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

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

- A. Beginning with the school year through the end of the school year, the CITY will perform specialized law enforcement services for the DISTRICT at and about the campus of Montclair High School. It is understood that these services are to be provided, to the extent possible, on regularly scheduled school days between 7:00 a.m. and 4:00 p.m., and during mutually agreed upon "in-service" or familiarization periods.
 - 1. It is acknowledged that the provision of services may be interrupted by the normal working conditions experienced by law enforcement agencies, which include, but are not limited to: employee illness, court appearances, training requirements, prisoner transportation, emergency circumstances taxing on other departmental resources, etc. Should the interruption of services, for any reason, extend beyond four successive days, the CITY shall meet its obligation through the assignment of an alternate sworn employee.

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

4. Through these Safe School Zone Officers, provide resources and materials necessary for classroom presentations on law enforcement matters.
 5. Through one Safe School Zone Officer, maintain a physical presence on campus during the hours of approximately 7:00 a.m. and 4:00 p.m. on each school day. While on campus, the role of the officer is to:
 - a. Act as a positive role model for students.
 - b. Facilitate a positive and interactive student/law enforcement relationship.
 - c. Maintain a proactive stance toward crime prevention and order maintenance.
 - d. Act as first responder to criminal conduct or order maintenance issues occurring on or about the high school campus.
 - e. Within the confines of the law, act as information resource for school administrators on matters of mutual concern.
- C. In addition to the above, beginning with the summer session of 2010, the Safe School Zone Officers will provide similar services to the high school, adjusting the hours to the school schedule.
1. One Safe School Zone Officer will maintain a physical presence on campus each day during the regularly scheduled school hours.
- D. In consideration for providing these services, the DISTRICT will pay to the CITY a total of \$64,000 invoiced in two equal \$32,000 amounts; the first during November 2010, and the second due in May 2011.
- E. It is understood by both parties that the Safe School Zone Officers or other CITY officers providing this service shall remain CITY's employee at all times. As such, the CITY shall be responsible for all employment costs, supervision, control, and assignment of said officers.
- F. This Agreement is not assignable, either in whole or in part, by DISTRICT without the prior written consent of the CITY. The laws of the State of California shall govern the rights, obligation, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of the Agreement, if in dispute.

TERMINATION OR MODIFICATION OF AGREEMENT

This Agreement shall end on May 26, 2011, unless extended by both the CITY and DISTRICT. The CITY or DISTRICT may terminate all or any portion of this Agreement at any time upon providing a thirty (30) day written notice delivered to the addresses below. In the event the Agreement is terminated by either party prior to May 26, 2011, DISTRICT shall pro-rate its final payment for services rendered at \$5,500 per month.

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

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

INDEMNIFICATION

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

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

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

CITY OF MONTCLAIR

Paul M. Eaton,
Mayor

ATTEST:

Donna Jackson,
City Clerk, City of Montclair

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT

Timothy Ward,
Assistant Superintendent

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-34 AMENDING AGREEMENT NO. 09-39 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO INCREASE FUNDING FOR THE SENIOR CITIZEN NUTRITION PROGRAM	DATE: April 5, 2010 SECTION: AGREEMENTS ITEM NO.: 5 FILE I.D.: HSV105 DEPT.: COMMUNITY DEV.
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-34 amending Agreement No. 09-39 with the San Bernardino County Department of Aging and Adult Services (DAAS) to increase funding for the Senior Citizen Nutrition Program for Fiscal Year 2009-10. Proposed Agreement No. 10-34 is attached for the City Council's review and consideration.

BACKGROUND: The DAAS has awarded the City additional one time only (OTO) funding to purchase supplies and equipment for the City's Senior Citizen Nutrition Program for persons aged 60 and older. Proposed Agreement No. 10-34 would amend Agreement No. 09-39 by increasing program funding by \$10,100 from the previous contract amount of \$94,287 for Fiscal Year 2009-10. A copy of the proposed budget and OTO funding schedule is attached for consideration by the Council.

The term of proposed Agreement No. 10-34 is July 1, 2009, through June 30, 2010.

FISCAL IMPACT: Should the City Council approve Agreement No. 10-34, the Fiscal Year 2009-10 funding for the Senior Citizen Nutrition Program would be increased by \$10,100 for purchase of supplies and equipment. These funds have been allocated to the City through the Older Americans Act Title III Fund.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-34 amending Agreement No. 09-39 with the San Bernardino County Department of Aging and Adult Services to increase funding for the Senior Citizen Nutrition Program.

Prepared by:

M. Richter

Reviewed and
Approved by:

Gene Lustris

Proofed by:

Christine Smidely

Presented by:

[Signature]



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number			
<input checked="" type="checkbox"/> Change	CITYOFM731		00A		07-480 A-5			
<input type="checkbox"/> Cancel	County Department		Dept.	Orgn.	Contractor's License No.			
	Aging and Adult Services		OOA					
County Department Contract Representative			Telephone		Total Contract Amount			
Jeri Quick			(909) 388-0255		\$251,423			
Contract Type								
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
95200		July 1, 2007	June 30, 2010	\$82,019	\$10,100			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
AAF	OOA	212	200	2445		\$6,231		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
AAF	OOA	211	200	2445		\$1,978		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
AAF	OOA	236	200	2445		\$1,891		
Project Name			Estimated Payment Total by Fiscal Year					
Senior Nutrition Services			FY	Amount	I/D	FY	Amount	I/D
			09/10	\$10,100	1			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Aging and Adult Services, hereinafter called the County, and

Name
 City of Montclair hereinafter called Contractor
 5111 Benito Street
 Montclair, CA 91763
 Phone Birth Date
 (909) 626-8571
 Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 5

It is hereby agreed to amend Contract No. 07-480 as follows:

III. CONTRACTOR GENERAL RESPONSIBILITIES

Paragraph N, Item 11 is added to read as follows:

- Contractor shall ensure that all staff, volunteers and/or subcontractors performing services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements prior to providing any services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Paragraph DD is added to read as follows:

DD. Contractor agrees to and shall comply with the following American Recovery and Reinvestment Act funding requirements:

1. Use of ARRA Funds and Requirements: This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

2. Schedule of Expenditure of Federal Awards: In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award

number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

V. FISCAL PROVISIONS

Paragraph A is amended to read as follows:

- A. The maximum amount of reimbursement under this Contract shall not exceed \$251,423, of which \$216,352 (\$62,378 for FY 2007/08, \$54,600 for FY 2008/09 and \$99,374 for FY 2009/10) may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem and is broken out as follows:

Original Contract	\$ 82,019	July 1, 2007 through June 30, 2008
Amendment No. 1	No Change	July 1, 2007 through June 30, 2008
Amendment No. 2	\$ 80,019	July 1, 2008 through June 30, 2009
Amendment No. 3	(\$2)	Decrease for July 1, 2008 through June 30, 2009
Amendment No. 4	(\$15,000)	Decrease for July 1, 2008 through June 30, 2009
Amendment No. 4	\$ 94,287	July 1, 2009 through June 30, 2010
Amendment No. 5	\$ 10,100	Increase for July 1, 2009 through June 30, 2010

Paragraph T is amended to read as follows:

T. Matching Contributions

The Contractor shall provide in-kind matching contributions of a minimum of \$21,177 (\$5,696 for FY 2007/08, \$5,242 for FY 2008/09 and \$10,239 for FY 2009/10), which is the Title III portion of the Contract multiplied by 11.11%. Allowable match shall be in compliance with the following requirements:

1. Matching in-kind contributions must be for allowable costs as determined by California Department of Aging Program Memorandum. Allowable costs include but are not limited to rent, utilities, supplies, and personnel (volunteer).
2. To qualify as a matching in-kind contribution, indirect or Contractor allocated overhead expenses must be supported by a documented cost allocation plan.
3. Matching in-kind contributions in excess of the minimum required in one service component may be used to match another service component within the Older Americans Act. As an example, match exceeding the minimum requirement in a transportation program may be used to offset an under match in in-home supportive services.
4. Contractor shall provide a revised Budget In-Kind Narrative statement (Attachment B-2) to DAAS with the submittal of the initial budget identifying the type, rates applied and, if applicable, source/location of in-kind to be used as match for the period of the Contract. The identified in-kind match shall be reported monthly on the monthly expense reports.
 - a. Services of volunteers shall be valued at rates consistent with those ordinarily paid for similar work by the Contractor. If the Contractor does not have similar work, the rate shall be consistent with those in the labor market. In either case, a reasonable amount of employee benefits may be included.
 - b. All other in-kind contributions shall be valued at current market value.

ATTACHMENT B – BUDGET – Fiscal Year 2009-10 dated March 8, 2010 is added to this Contract.

ATTACHMENT H – FY 09-10 IIC One Time Only Allotment is added to this Contract.

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

By _____
Gary C. Ovitt, Chairman, Board of Supervisors

Dated _____

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

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

City of Montclair

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

By _____
(Authorized signature - sign in blue ink)

Name Paul M. Eaton

(Print or type name of person signing contract)

Title Mayor

(Print or Type)

Dated _____

Address 5111 Benito Street

Montclair, CA 91763

Approved as to Legal Form _____ Jacqueline Carey-Wilson, Deputy County Counsel Date _____	Reviewed by Contract Compliance _____ Lory Klopfer, HS Contracts Unit Date _____	Presented to BOS for Signature _____ Colleen Krygier, Director Date _____
----------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------

Date: 3/29/2010

City of Montclair
BUDGET LINE ITEMS FOR NUTRITION SERVICES
 Fiscal Year 2009/2010

CONGREGATE SITES C-1

HOME DELIVERED MEALS C-2

		a	b	C=a+b
		Cost to Provider for the year		
Expenditure Category:		Cash	In-Kind	Annual Expense
1	Personnel	107,746		107,746
2	Staff Travel			0
3	Staff Training	400		400
4	Equipment	41,744		41,744
5	Consultants	2,000		2,000
6	Food Cost	29,608		29,608
7	Consumable Supplies	13,688		13,688
8	Insurance	5,000		5,000
9	Repair & Maintenance			
10	Rent/Building Maintenance			
11	Utilities			
12	Vehicle Operations	7,650		7,650
13	Volunteer Expenses		48,500	48,500
14	Other Expenses	660		660
15	Nutrition Education	262		262
Total Expenditures		208,758	48,500	257,258

County Contract Revenue Sources:			
Title IIIC	81,801		81,801
NSIP	12,224		12,224
One Time Only	10,100		10,100
CDBG - DAAS	0		0
CDBG -ECD	0		0
County Funding	0		0
Nutrition Education	262		262
Total County Contract Revenue Sources	104,387		104,387

Other Revenue Sources:			
Program Income	27,656		27,656
Deferred Income			0
Matching Cash	47,107		47,107
Matching In-Kind	48,500		18,500
Non-Match Cash	29,608		29,608
Non-Match In-Kind			0
Total Other Revenue Sources	152,871		152,871
Total Revenue	257,258		257,258

FY 09/10 IIIC One Time Only Allotment

Provider: City of Montclair

C-1		
OTO Available	\$10,100	Notes
Sno-Cone Machine	\$675	
Cart, Utility (2)	\$538	
Cart, Utility (2)	\$850	
Cart, Utility (2)	\$1,018	
Cart, Utility (1)	\$739	
Microwave Oven	\$209	
Food Warmer	\$385	
Popcorn Warmer	\$395	
C-1 Equipment	\$4,809	
C-1 Baseline	\$5,291	To be used for service delivery, wall mounted sign, coffee brewers (percolator), chafer, cutting boards, beverage dispensers, tea dispensers, coffee servers, water glasses, condiment caddy, chef's knife, tongs, cake server, gravy boat, table skirting, table cloths, etc.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-35 AMENDING AGREEMENT NO. 09-96 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO INCLUDE ADDITIONAL TERMS AND CONDITIONS TO THE CONTRACT	DATE: April 5, 2010 SECTION: AGREEMENTS ITEM NO.: 6 FILE I.D.: HSV105 DEPT.: COMMUNITY DEV.
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-35 amending Agreement No. 09-96 with the San Bernardino County Department of Aging and Adult Services (DAAS) that provides funding from the American Recovery and Reinvestment Act of 2009 (ARRA) for the Senior Citizen Nutrition Program. Proposed Agreement No. 10-35 is attached for the City Council's review and consideration.

BACKGROUND: The DAAS has presented an amendment to Agreement No. 09-96 to include additional terms and conditions specific to ARRA. The additions and conditions include complying with the Whistleblower Protection Act and the Trafficking Victims Protection Act of 2000.

The term of proposed Agreement No. 10-35 is from November 1, 2009, through June 30, 2010.

FISCAL IMPACT: There would be no fiscal impact should the City Council approve Agreement No. 10-35.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-35 with the San Bernardino County Department of Aging and Adult Services amending Agreement No. 09-96 to include additional terms and conditions specific to the American Recovery and Reinvestment Act of 2009.

Prepared by:

M. Riedel

Reviewed and
Approved by:

Steve Luster

Proofed by:

Christine Smiderly

Presented by:

FOR COUNTY USE ONLY



County of San Bernardino

F A S

STANDARD CONTRACT

<input type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number			
<input checked="" type="checkbox"/> Change	CITYOFM731		OOA		10-42 A-1			
<input type="checkbox"/> Cancel	County Department		Dept.	Orgn.	Contractor's License No.			
	Aging and Adult Services		OOA					
County Department Contract Representative			Telephone		Total Contract Amount			
Wendy Everett			(909) 387-2917		\$ 76,387			
Contract Type								
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
95200		February 1, 2010	June 30, 2010	\$76,387	\$ 0			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
AAF	OOA	AR10	200	2445	C1ARRANY10	\$ 76,387		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Project Name			Estimated Payment Total by Fiscal Year					
Senior Nutrition Services			FY	Amount	I/D	FY	Amount	I/D
			09/10	\$76,387	I			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Aging and Adult Services, hereinafter called the County, and

Name
 City of Montclair hereinafter called Contractor

Address
 5111 Benito Street

Montclair, CA 91763

Phone Birth Date
 (909) 626-8571

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 10-42 as follows:

III. CONTRACTOR GENERAL RESPONSIBILITIES:

Paragraph EE. is amended to read as follows:

EE. Contractor agrees to and shall comply with the following American Recovery and Reinvestment Act funding requirements:

Auditor/Controller-Recorder Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

1. Use of ARRA Funds and Requirements: This Contract is funded in whole with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

2. Schedule of Expenditure of Federal Awards: In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully

cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

3. Contractor agree that both it and its subcontractors shall comply with Section 1553 of the Whistleblower Protection Act-ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes there is evidence of (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; or (4) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued related to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of the Title XV of Division A of the ARRA.

4. Contractor agrees both it and its subcontractors shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

City of Montclair

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

► _____
Gary C. Ovitt, Chairman, Board of Supervisors

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

Dated _____

Name Paul M. Eaton
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE

Title Mayor
(Print or Type)

CHAIRMAN OF THE BOARD
Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino.

Dated _____

By _____
Deputy

Address 5111 Benito Street
Montclair, CA 91763

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► Jacqueline Carey-Wilson, Deputy County Counsel	► Lory Klopfer HS Contracts Unit	► Colleen Krygier, Director
Date _____	Date _____	Date _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF SELF-MOVE AGREEMENT NO. 10-36 WITH ROBERT AND SIRA KESSLER FOR TRAILER AND ASSOCIATED SHED IN CONJUNCTION WITH THE MONTE VISTA AVENUE/UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT AND AUTHORIZE ACTING CITY MANAGER TO SIGN THE AGREEMENT	DATE: April 5, 2010 SECTION: AGREEMENTS ITEM NO.: 7 FILE I.D.: STA110 DEPT.: PUBLIC WORKS
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------

BUSINESS PLAN: STRATEGIC PRIORITY NO. 6

REASON FOR CONSIDERATION: The City recently acquired portions of properties owned by Robert and Sira Kessler on the south side of State Street west of Monte Vista Avenue in conjunction with the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. A trailer and attached shed located on this acquired right-of-way require relocation. Owners and businesses are entitled to move themselves but must enter into self-move agreements with the City in order to be reimbursed. Agreements with the City require City Council approval.

Approval of Agreement No. 10-36 satisfies a portion of Strategic Priority No. 6 as contained in Montclair's "Business Plan."

BACKGROUND: On September 8, 2009, the City entered into Agreement No. 09-87, a Purchase and Sale Agreement with Robert D. Kessler and Sira Kessler, Trustees of the Kessler Family Living Trust, under Declaration of Trust Dated September 12, 2007. Included in the negotiations for this right-of-way was an agreement that the City would take responsibility for the removal and demolition of a travel trailer and attached shed within the right-of-way that had been used for storage.

Last month, the City received three bids for the demolition. The lowest bid was \$1,500, but the contractor was unlicensed and uninsured. The lowest responsible bid was for \$3,100. After discussing the trailer/shed demolition issue with the Kesslers, an agreement has been reached for the Kesslers to move the trailer onto their own property and dispose of it as they see fit. Self-Move Agreement No. 10-36 provides for this removal.

FISCAL IMPACT: Proposed Self-Move Agreement No. 10-36 provides \$1,500 to Robert and Sira Kessler to relocate a trailer and attached shed from City right-of-way.

RECOMMENDATION: Staff recommends the City Council approve Self-Move Agreement No. 10-36 with Robert and Sira Kessler for trailer and associated shed in conjunction with the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project and authorize Acting City Manager to sign the Agreement.

Prepared by: _____

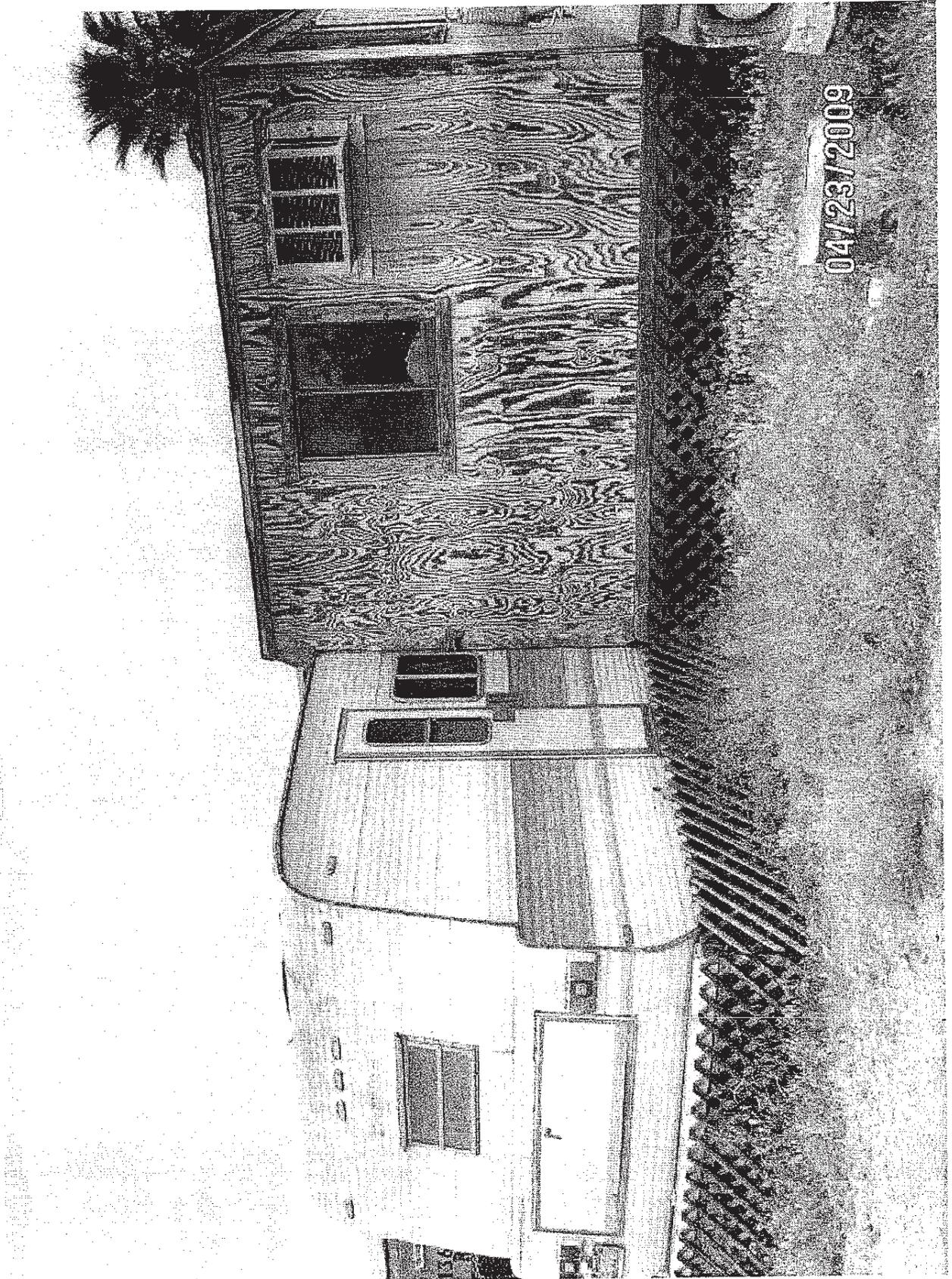
M. S. [Signature]
Alle [Signature]

Reviewed and Approved by: _____

M. [Signature]
[Signature]

Proofed by: _____

Presented by: _____





Self Move Agreement

It is hereby understood and agreed by Robert & Sira Kessler (called here the "Claimant") and the City of Montclair (called here the "Displacing Agency") that the amount to be paid to the Claimant for the removal of all equipment, stock, inventory, and other items of personal property itemized on the attached inventory (**Exhibit A**) and not acquired with the real property located at 4848 Mission Blvd., Montclair, CA 91762 ("Subject Property") is **ONE THOUSAND FIVE HUNDRED DOLLARS** (\$1,500.00).

The parties further agree as follows:

1. A check in the amount of \$1,500.00 will be released when a representative of Overland, Pacific & Cutler, Inc., the Displacing Agency's relocation representative has personally inspected the Subject/Displacement Property to verify completion of the move. Lot to be left free of debris.
2. If upon inspection by a representative of Overland, Pacific & Cutler, Inc., any portion of the items on Exhibit "A" were not removed from Subject Property for any reason whatsoever, an appropriate reduction in the agreed amount shall be made by the Displacing Agency.
3. The Claimant shall allow a representative of Overland, Pacific & Cutler, Inc., to monitor the removal as it sees fit, and such monitoring shall not carry with it any liability or responsibility on the part of the Displacing Agency or Overland, Pacific & Cutler, Inc.
4. Neither the Displacing Agency nor any employee, officer, or agent thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Claimant under or in connection with the agreement. It is also understood and agreed that the Claimant shall fully indemnify and hold the Displacing Agency and Overland, Pacific & Cutler, Inc., harmless for any liability imposed by injury or damage to property occurring by reason of anything done or omitted by Claimant in connection with this agreement.
5. In the event the actual cost of the removal exceeds the amount agreed upon above, only those additional costs which can be shown to have been actually required in order to complete the removal will, within certain limitations, be reimbursed. In this event, the actual cost of the entire removal must be itemized and documented in support of the claim. All expense records are subject to review and audit by a representative of the Displacing Agency.

This agreement does not include specialized and related moving costs which are to be performed by others. These costs will be handled under a separate claim upon completion of the work and presentation of itemized paid bills. Such specialized and related moving costs may include the following:

None

Robert Kessler

Signature

Sira Kessler

Signature

Date

Recommended:

Overland, Pacific & Cutler, Inc.

Approved:

City of Montclair

Karen Jackson

Edward C. Starr, Acting City Manager

Mark LaBonte

Date

Attachments

EXHIBIT "A"

The following items require removal and have not been acquired with the real property in conjunction with the acquisition of the Subject Property.

Please list and describe all items to be removed:

**1 Travel Trailer with add-on
Vehicle ID #S24976
Plate #1CW7825
(Please see attached picture)**

I certify under the penalty of perjury that the above listed items are personal property owned by me and are to be removed from the Subject Property.

Dated: _____

By: _____
Robert Kessler

Dated: _____

By: _____
Sira Kessler

AGENDA REPORT

SUBJECT: CONSIDER REDEVELOPEMENT AGENCY BOARD OF DIRECTORS' APPROVAL OF AGREEMENT NO. 10-37 WITH R. RICHARD FLEENER FOR PLANNING SERVICES	DATE: April 5, 2010 SECTION: AGREEMENTS ITEM NO.: 8 FILE I.D.: HIT050/RDA720
BUSINESS PLAN: N/A	DEPT.: REDEVELOPMENT

REASON FOR CONSIDERATION: The Redevelopment Agency Board of Directors is requested to retain the services of Mr. R. Richard Fleener, doing business as Fleener Associates, to provide technical assistance to the Housing Improvement Task Force. Agreement No. 10-37 is attached for consideration by the Agency Board.

BACKGROUND: The Housing Improvement Task Force has retained the services of Fleener Associates since 2004. Mr. Fleener, a former principal at L.D. King, Inc., has assisted the Housing Improvement Task Force since 1986. Mr. Fleener established Fleener Associates in 2004 after L.D. King, Inc., ceased providing land use planning and design services to public agencies.

Agreement No. 10-37 identifies the scope of services that Fleener Associates proposes to undertake including the continuation of efforts to identify and implement multifamily Foundation Areas. Fleener Associates would continue to assist in the preparation of the *Foundations* newsletters and the annual Action Plan.

FISCAL IMPACT: As proposed, the cost to retain the consulting services of Fleener Associates shall not exceed \$35,000 and would be paid with Redevelopment Agency funds. The Redevelopment Agency would reimburse the consulting firm for services based on hourly rates not to exceed a total of \$35,000 and for reimbursable expenses not to exceed \$5,000. The term of the Agreement would extend until February 2011.

The Agency Board appropriated funds to retain consulting services for the Housing Improvement Task Force in the Fiscal Year 2009-10 Housing and Capital Projects Budget for Redevelopment Project Area V. Funding for that portion of the consulting services that extend into the next fiscal year would be proposed in the Fiscal Year 2010-11 Redevelopment Agency Budget. The Agency Board is provided with a right to terminate without cause upon 15 days written notice to the consultant.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors approve Agreement No. 10-37 with Mr. R. Richard Fleener for planning services.

Prepared by: <u>Christine P. Calderon</u>	Reviewed and Approved by:	<u>MJSTARRS</u>
Proofed by: <u>MJSTARRS</u>	Presented by:	<u>[Signature]</u>

**AGREEMENT
FOR
PLANNING SERVICES**

**ACTION PLAN
HOUSING IMPROVEMENT TASK FORCE
IN THE CITY OF MONTCLAIR**

THIS AGREEMENT is made and entered into this 5th day of April, 2010, by and between the **CITY OF MONTCLAIR REDEVELOPMENT AGENCY**, a public body, corporate and politic, (hereinafter referred to as “**AGENCY**”), and **R. RICHARD FLEENER**, doing business as **FLEENER ASSOCIATES** (hereinafter referred to as “**CONSULTANT**”).

A. RECITALS

1. **CONSULTANT** has now submitted a proposal for the continued performance of services in connection with the preparation of an Action Plan to assist the Agency’s Housing Improvement Task Force;
2. **AGENCY** desires to retain **CONSULTANT** to perform professional services necessary to render advice and assistance to the Community Development Department, the Redevelopment Agency Board of Directors, the City Council, and staff in preparation of the Project (as defined below); and
3. **CONSULTANT** represents that it is qualified to perform such services and is willing to perform such professional services hereinafter defined.

NOW, THEREFORE, IT IS AGREED by and between **AGENCY** and **CONSULTANT** as follows:

B. AGREEMENT

1. Definitions: The following definitions shall apply to the following terms except where the context of this Agreement otherwise requires:

- a. Project:** The preparation of all the necessary maps, plans, surveys, reports and documents with respect to the Project as outlined in the Scope of Services described in Exhibit “A” hereto;
- b. Services:** Such professional services as are necessary to be performed by **CONSULTANT** in order to complete the Project; and
- c. Completion of Project:** The date of completion of all phases of the Project, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings, oral presentations, and attendance by **CONSULTANT** at public hearings regarding the Project acceptance for construction is set forth in Exhibit “B”, Project Schedule, attached hereto.

2. CONSULTANT agrees as follows:

a. **CONSULTANT** shall forthwith undertake and complete the Project in accordance with Exhibit "A" and applicable Federal, State, and City statutes, regulations, ordinances, and guidelines, all to the reasonable satisfaction of the **AGENCY**. **CONSULTANT** warrants that all services provided hereunder will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

b. **CONSULTANT** shall supply copies of all maps, surveys, reports, plans, and documents (hereinafter collectively referred to as "documents"), including all supplemental technical documents, as described in Exhibit "A" to **AGENCY** within the time specified in the Project Schedule, Exhibit "B", hereto. Copies of the documents shall be in such numbers as are required by Exhibit "A". **AGENCY** may thereafter review and forward to **CONSULTANT** comments regarding said documents, and **CONSULTANT** shall thereafter make such revisions to said documents as are deemed necessary. **AGENCY** shall receive revised documents in such form and in the quantities determined necessary by **AGENCY**.

c. **CONSULTANT** shall, at **CONSULTANT**'s sole cost and expense, secure and hire such other persons as may, in the opinion of **CONSULTANT**, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by **CONSULTANT**, **CONSULTANT** hereby warrants that such other persons shall be fully qualified to perform services required hereunder. **CONSULTANT** further agrees that no subcontractor shall be retained by **CONSULTANT** except upon the prior written approval of **AGENCY**.

d. **CONSULTANT** shall, at **CONSULTANT**'s sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a **CONSULTANT** within the City.

3. AGENCY agrees as follows:

a. To pay **CONSULTANT** the fees determined in accordance with the Project Payment Schedule attached hereto as Exhibit "C", up to a maximum of \$35,000, for the performance of the services required hereunder. This sum shall cover the cost of all staff time, mileage, telephone charges, postage, delivery charges, copying and duplication charges, printing fees, and all other direct and indirect costs or fees, including the work of employees, consultants, and subcontractors to **CONSULTANT**.

b. Payments to **CONSULTANT** shall be made by **AGENCY** in accordance with the invoices submitted by **CONSULTANT** on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by **AGENCY**. All charges shall be detailed in Exhibit "C" either with respect to hourly rates or lump sum amounts for individual tasks.

c. **CONSULTANT** agrees that, in no event, shall **AGENCY** be required to pay to **CONSULTANT** any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by **AGENCY** of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to **AGENCY**. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by **AGENCY**.

d. **Additional Services:** Payments for additional services requested in writing by **AGENCY** and not included in the Scope of Services as set forth in Exhibit "A" hereof shall be paid on a reimbursement basis

in accordance with the fee schedule set forth in Exhibit "C". Charges for additional services shall be invoiced on a monthly basis and shall be paid by AGENCY within a reasonable time after said invoices are received by AGENCY.

4. AGENCY agrees to provide CONSULTANT:

- a. Information and assistance as set forth in Exhibit "A" hereto;
- b. Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project;
- c. Such information as is generally available from AGENCY files applicable to the Project; and
- d. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of the AGENCY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to AGENCY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

Any use or reuse of the plans and specifications, except at the selected multifamily Foundation Areas or Support Areas, or any alterations or revision of the plans or specifications by the AGENCY, its staff, or authorized agents without specific written consent of the CONSULTANT shall be at the sole risk of the AGENCY. The AGENCY agrees to hold harmless and indemnify the CONSULTANT against all damages, claims, and losses, including defense costs arising out of any such alteration or revision or reuse at sites other than the selected multifamily Foundation Areas or Support Areas by AGENCY, its staff, or authorized agents.

6. Termination: This Agreement may be terminated by AGENCY upon the giving of written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be compensated at CONSULTANT's applicable hourly rates as set forth in Exhibit "C". In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3a above. CONSULTANT shall provide AGENCY any and all documents, data, studies, surveys, drawings, maps, models, photographs, and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices, and written communications between the parties hereto shall be addressed as set forth in paragraph 7. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

AGENCY:

CITY OF MONTCLAIR REDEVELOPMENT AGENCY

Name: Marilyn Staats
Title: Director of Redevelopment/Public Works
5111 Benito Street, Montclair, California 91763

CONSULTANT:

Name: R. Richard Fleener
Title: Owner
Fleener Associates
4520 Sharpsville Road
Murfreesboro, TN 37130

Any such notices, demands, invoices, or written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid, and properly addressed as set forth above.

8. Insurance: CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to AGENCY, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all times during the term of this Agreement, the following policies of insurance:

a. Worker's Compensation Insurance: CONSULTANT, is a Sole Proprietor and does not have any employees whose employment requires CONSULTANT to carry workers' compensation insurance. Therefore, CONSULTANT does not carry worker's compensation insurance coverage. In the event that CONSULTANT hires any employees, CONSULTANT shall maintain worker's compensation insurance as required by law.

b. Public Liability and Property Damage: Throughout the term of this Agreement, at CONSULTANT's sole cost and expense, CONSULTANT shall keep or cause to be kept in full force and effect for the mutual benefit of AGENCY and CONSULTANT comprehensive, broad form, general public liability and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from CONSULTANT's activities, providing protection of at least One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident occurrence and at least One Million Dollars (\$1,000,000.00) for property damage.

c. Errors and Omissions: CONSULTANT shall take out and maintain at all times during the term of this Agreement a policy or policies of insurance concerning errors and omissions ("malpractice") providing protection of at least Five Hundred Thousand Dollars (\$500,000.00) for errors and omissions ("malpractice") with respect to loss arising from actions of CONSULTANT performing services hereunder on behalf of AGENCY.

d. General Insurance Requirements: All insurance required by express provision of the Agreement shall be carried only in responsible insurance companies licensed to do business in the State of

California and policies required under paragraph 8b shall name, as additional insured, the City of Montclair Redevelopment Agency, the City of Montclair, and their elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured, and all subcontractors waive the right of subrogation against the City of Montclair Redevelopment Agency and City and their elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City and AGENCY; and (3) they cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to AGENCY by certified mail. CONSULTANT shall furnish AGENCY with copies of all such policies promptly upon receipt of them or with a certificate evidencing the insurance. CONSULTANT may effect for its own account insurance not required under this Agreement.

9. Indemnification: CONSULTANT shall defend, indemnify, and save harmless City, AGENCY, and their elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by CONSULTANT 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 CONSULTANT in the performance of this Agreement, but not limited to, all consequential damages to the maximum extent permitted by law.

10. Assignment: This is a personal services contract. No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of AGENCY, which may be given or withheld in Agency's sole and absolute discretion.

11. Independent Contractor: The parties hereto agree that CONSULTANT and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of AGENCY.

12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. Attorney's Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.

14. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by all parties.

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

CONSULTANT:

R. Richard Fleener, doing business as Fleener Associates

By: _____
R. Richard Fleener

AGENCY:

CITY OF MONTCLAIR REDEVELOPMENT AGENCY, a public body, corporate and politic

By: _____
Redevelopment Agency Chairman

ATTEST:

Agency Secretary

APPROVED AS TO FORM:

Agency Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Under the terms of the Agreement, **CONSULTANT** is to provide planning and engineering services to assist the Housing Improvement Task Force.

I. SERVICES BY AGENCY

The **AGENCY** shall provide existing crime statistics, maps, and other pertinent information in the areas, attend meetings, and participate with the **CONSULTANT** in developing the Action Plan.

The Director of Community Development of the City of Montclair will direct the activities of the **CONSULTANT** on this Project.

II. SERVICES BY CONSULTANT

A. GENERAL

The **CONSULTANT** team will consist of the following professional expertise:

Planner - familiar with the City of Montclair Housing Improvement Task Force, Planning process, low-cost housing, redevelopment projects, and blighted housing/neighborhood elimination procedures.

The **CONSULTANT** team will work with the Housing Improvement Task Force to sort, compile, and map relevant existing information on the study areas. It is understood and agreed that sufficient data is available for study, and the urgency is such that significant additional research and data are not needed.

B. The **CONSULTANT** team will continue to survey and research similar housing-related problems or innovative solutions to those problems experienced by other suburban communities in the Southern California area. Those cities with the most similar situations and successful solutions will be interviewed and visited for more detailed analysis.

C. Identification, selection, and implementation of new Multifamily Foundation Areas. Prepare Specific Action recommendations for Design Study Areas in the Study Area. Such recommendations could include the following:

- ◆ Declare as a Foundation Area and schedule for future action.
- ◆ Declare as a Support Area. Such an area would be one which needs no major attention. Its improvement would come from the spin-off of neighboring Foundation Area Improvements. Support actions would be available from the Task Force but not on an in-depth or regular basis and no financial assistance.
- ◆ Recommendations or additional actions on each existing Foundation Area would be included.

D. The **CONSULTANT** will assist the Task Force with its Public Relations Program (coordinated with the Montclair Chamber of Commerce) to renew and modify the Montclair image with special emphasis on the Residential Community.

E. The **CONSULTANT** will assist City Staff with improvement efforts in commercial areas which serve residents of existing or proposed Foundation Areas.

F. The **CONSULTANT** will continue to assist City Staff with on-site visitations and design consultations with property owners.

G. The **CONSULTANT** will prepare Multifamily Foundation Area design studies as needed, each on reproducible Mylar or similar material and including mounted color presentation prints as necessary.

H. The **CONSULTANT** will prepare individual design studies for property owners as need dictates and budget allows.

I. A newsletter, *FOUNDATIONS*, will be used as the primary reporting document to the **AGENCY** and the owners in Foundation Areas. The progress of the Task Force during the year will be summarized. Two hundred fifty (250) copies of *FOUNDATIONS* will be provided four times per year.

The *Action Plan 2011*, will be presented to the Redevelopment Agency in January/February 2011. This report will contain two main sections described as follows:

1. Review summary of activities during 2010, and
2. Recommendations for Task Force activities in 2011.

Forty (40) copies of *Action Plan 2011* will be provided.

J. A total of twelve (12) **CONSULTANT**/Task Force meetings are scheduled (excluding owners' meetings). In addition, one (1) Redevelopment Agency Board meeting is anticipated.

K. The **CONSULTANT** team will assist the Task Force with the Montclair Chamber of Commerce to provide ample news releases and other public relations tools to create a positive Montclair image.

L. The **CONSULTANT** shall function as technical representative of **AGENCY**, and all of his activities under this Agreement shall be carried on under the general provision of the Director of Community Development. All official communications and directives from the **AGENCY** to **CONSULTANT** shall be made only through the Director of Community Development.

EXHIBIT "B"
PROJECT SCHEDULE

I. SCHEDULE

The anticipated schedule is as follows:

ACTION	DATE
Consultant Contract Approved	April 2010
Monthly Meetings with Task Force	April 2010 Through January 2011
Selections of Multifamily Foundation Areas and Action on existing Multifamily Foundation Areas	Continuous
Public Relations Program	Ongoing
"Foundations" Reports	April/July October 2010 /January 2011
Prepare Action Plan 2011	December 2010 February 2011

II. TIME OF COMPLETION

All work to be performed under this Agreement shall be completed by February 28, 2011, unless a time extension is mutually agreed to by AGENCY and CONSULTANT.

EXHIBIT "C"
PROJECT PAYMENT SCHEDULE

I. COMPENSATION

The **AGENCY** shall reimburse the **CONSULTANT** for services performed based on the hourly rates pursuant to Section II of Exhibit "C" and reimbursable expenses submitted to the **AGENCY** but not to exceed a total fee of Thirty Five Thousand Dollars (\$35,000.00) plus Five Thousand Dollars (\$5,000.00) in reimbursable expenses.

A. The above fee shall include incidental expenses as well as equipment, the use of office space, and minor materials and supplies. Work to be done outside the scope of the Agreement shall not be done without written authorization from the **AGENCY**. Compensation for any additional work shall be determined at the mutual consent of the **AGENCY** and **CONSULTANT**. If an expanded project is authorized, a not-to-exceed budget and a more specific Scope of Services for the optional tasks identified herein will be determined at the mutual consent of **AGENCY** and **CONSULTANT**.

B. The **CONSULTANT** shall bill the **AGENCY** monthly. The billing shall be on an hourly, plus expenses, basis in accordance with the attached rate schedule. Billing will show total approved budget, amount billed to date, and remaining budget.

Fleener Associates

4520 Sharpsville Road, Murfreesboro, TN 37130

Phone: 909-838-9080 Fax: 615-217-1136 email: rfleener@comcast.com

Rate Schedule

January 1, 2010

<u>Position.....</u>	<u>Hourly Rate</u>
Principal.....	\$125
Professional Property Manager.....	\$115
Organizational Facilitator.....	\$115
Urban Planner.....	\$ 85
Planning Assistant.....	\$ 65
CAD Technical Designer.....	\$ 85
CAD Draftsperson.....	\$ 65
Graphic Artist.....	\$ 75
Administrative Assistant.....	\$ 50

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 10-2831 DECLARING THE NEED FOR EMERGENCY CONTRACTING PROCEDURES AND AUTHORIZING PERFORMANCE RELATED TO THE DAMAGED FLOOR IN THE COMMUNITY CENTER GYMNASIUM	DATE: April 5, 2010 SECTION: RESOLUTIONS ITEM NO.: 1 FILE I.D.: CVC060 DEPT.: PUBLIC WORKS
BUSINESS PLAN: N/A	

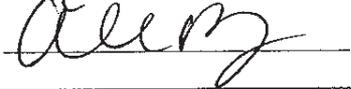
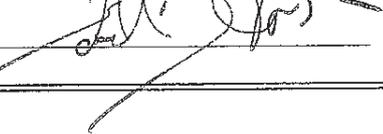
REASON FOR CONSIDERATION: The California Public Contract Code dictates requirements for procuring construction contract services that must be followed by public agencies. Included in these requirements is a procedure that must be followed when emergency construction is required. The City Council is being asked to make the necessary findings to declare a need for emergency contracting procedures for certain repairs at the Community Center gymnasium. Under Public Contract Code Section 22050, a four-fifths majority vote is required.

BACKGROUND: On March 10, a City staff inspection of the hardwood floor in the Community Center gymnasium revealed significant water damage. In the eastern quadrant of the gymnasium, hardwood floor panels were found to be raised, warped, and cupped to various degrees, creating a potentially hazardous condition to participants in scheduled gymnasium activities. The Acting City Manager directed a temporary prohibition of all athletic activities on the eastern quadrant of the gymnasium. Nonathletic activities, including the scheduled April 14, 2010 State of the City Address, will be allowed but will be subject to certain cautionary measures.

Proposed Resolution No. 10-2831 makes the necessary findings to acquire the services of any specialists that may be required to determine the cause and extent of the damage and to make the necessary repairs. It also delegates authority to the Acting City Manager to order the work done. Implicit in that delegation is the authority to sign contracts.

FISCAL IMPACT: It is anticipated that the investigation as to the cause and extent of the damage could cost as much as \$5,000. Until the extent of damage is known, it will not be possible to provide an estimate of the repair cost. Under Public Contract Code Section 22050, a status report to the City Council is required at each Council meeting. Once the repair cost is known, it will be included in the status report along with any appropriation request that may be required.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 10-2831 declaring the need for emergency contracting procedures and authorizing performance related to the damaged floor in the Community Center gymnasium.

Prepared by: <u></u>	Reviewed and Approved by: <u></u>
Proofed by: <u></u>	Presented by: <u></u>



MEMORANDUM

Date: March 10, 2010

To: Honorable Mayor and City Council

From: Edward C. Starr, Acting City Manager 

Subject: **DAMAGE TO COMMUNITY CENTER GYMNASIUM
HARDWOOD FLOOR**

Today, a City staff inspection of the hardwood floor in the Community Center gymnasium revealed significant water damage. In the eastern quadrant of the gymnasium, hardwood floor panels are raised to various degrees, creating a potential hazard to participants in scheduled gymnasium activities. Accordingly, I directed a temporary prohibition of all athletic activities on the eastern quadrant of the gymnasium. Non-athletic activities, including the April 14, 2010 *State of the City Address* will be allowed, with cautionary measures in place.

To the extent possible, scheduled athletic activities may be relocated to other facilities. City staff will contact Montclair High School and the Ontario YMCA to determine the possibility of using their facilities until replacement/repairs can be made to the gymnasium floor.

The Redevelopment/Public Works Department will schedule an inspection by a firm specializing in the assessment of water damage to evaluate the extent and cause of damage, and to determine cost of replacement/repair. There is some indication that water from a utility closet may have seeped onto the foundation below the raised hardwood floor; however, origination of the water in the utility closet would be a subject of evaluation for the assessment/inspection team.

The Administrative Services Department is in contact with the City's insurance broker to file a claim—an insurance representative will also visit the facility to evaluate the damage and cost of replacement/repair.

Should an inspection by the insurance representative or water damage assessment firm determine the cause of damage is the result of intentional or

Memorandum: Damage to Community Center Gymnasium Hardwood Floor

March 10, 2010

unintentional negligence by an outside person, business, contractor, firm, or agency City staff will refer the matter to our insurance broker for subrogation.

Please contact me if you have any questions regarding the contents of this memorandum.

ECS:ecs

- c. Redevelopment/Public Works Director Staats
- City Engineer Hudson
- Personnel Officer Charleston
- Assistant Finance Director Beltran
- Assistant Director of Human Services Richter
- Facilities & Grounds Superintendent McGehee

RESOLUTION NO. 10-2831

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTCLAIR DECLARING
THE NEED FOR EMERGENCY CONTRACT-
ING PROCEDURES AND AUTHORIZING
PERFORMANCE RELATED TO THE
DAMAGED FLOOR IN THE COMMUNITY
CENTER GYMNASIUM**

WHEREAS, Section 20160, *et seq.*, of the California Public Contract Code defines the process to be used by cities in the acquisition of construction services for public projects; and

WHEREAS, Section 20162 of the California Public Contract Code requires construction contracts in excess of \$5,000 be advertised and let to the lowest responsible bidder; and

WHEREAS, Section 20168 of the California Public Contract Code allows the legislative body of a city, in the case of an emergency and by a four-fifths vote, to pass a resolution to forego customary bid procedures when it is determined that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, and/or property by taking any necessary steps to procure equipment, services, and supplies for those purposes; and

WHEREAS, upon adoption of the resolution, the agency may expend any sum required in the emergency, provided the agency complies with Chapter 2.5 (commencing with Section 22050) of the California Public Contract Code; and

WHEREAS, Section 22050 of the California Public Contract Code provides a contracting procedure to be used in the event of an emergency; and

WHEREAS, recent water intrusion in the Community Center Gymnasium has caused significant floor damage and created an unsafe condition; and

WHEREAS, many events that have already been scheduled in the Gymnasium must now be relocated to other venues; and

WHEREAS, it is impractical to close the Gymnasium to public activities for an extended period of time while bid documents are prepared and advertised in accordance with Section 20160, *et seq.*, of the California Public Contract Code; and

WHEREAS, said floor damages can most effectively be repaired by contracting with one or more specialists and contractors to determine the cause, extent, and necessary repairs required, and to perform the necessary repairs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, in accordance with Sections 20168 and 22050 of the California Public Contract Code, does hereby make the following findings:

SECTION 1. The emergency will not permit a delay that would result from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

SECTION 2. Based on substantial evidence set forth by City staff, which testimony is hereby incorporated by reference, the emergency condition that exists at the Community Center Gymnasium poses an unreasonable risk to public health, safety, and property, and require the immediate expenditure of public funds without the customary public bid procedures for such public improvements; and

SECTION 3. Delegates to the Acting City Manager the authority to order any and all work necessary to determine cause and extent of damage, and repair or cause to be repaired the results of water intrusion and damage at the Community Center Gymnasium.

APPROVED AND ADOPTED this 5th day of April 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2831 was duly adopted by the City Council of said city and was approved by the Mayor of said city on the 5th day of April 2010, and that it was adopted by the following vote, to wit:

AYES:
NOES
ABSENT:
ABSTAIN:

Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 10-2832 AUTHORIZING MAYOR PAUL M. EATON TO SIGN PROGRAM SUPPLEMENT NO. N005 TO ADMINISTERING AGENCY- STATE AGREEMENT NO. 08-5326R	DATE: April 5, 2009 SECTION: RESOLUTIONS ITEM NO.: 2 FILE I.D.: SSP301
BUSINESS PLAN: STRATEGIC PRIORITY NOS. 4 AND 5	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: In order to use federal funds identified by Congress for improvements on Mission Boulevard, the state requires that the City adopt a Resolution designating and authorizing an individual to sign a program supplemental agreement. Resolutions require City Council approval.

Adoption of Resolution No. 10-2832 would satisfy a portion of Strategic Priority Nos. 4 and 5 as contained in Montclair's "Business Plan."

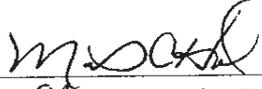
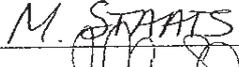
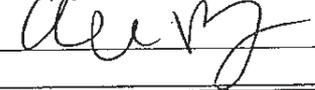
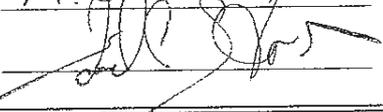
BACKGROUND: In February 2009, President Barack Obama signed into law the American Recovery and Reinvestment Act (ARRA) enacted by the 111th United States Congress. The purpose of the law was to create jobs and promote investment during the recession. Funds were allocated to states; and in California, funds were further allocated to local transportation agencies, such as the San Bernardino Associated Governments (SANBAG). Some of these funds were identified for Transportation Enhancement (TE) purposes.

SANBAG has made \$300,000 of the TE ARRA money available to the City of Montclair for improvements to the City's Mission Boulevard Corridor Improvement Project-Phase 8. Phase 8 project limits extend from Central Avenue to Benson Avenue.

The City recently obtained approval from the California Department of Transportation to advertise Phase 8. In order to use these funds, the state requires the City to execute a supplemental agreement, a copy of which is attached to this report. The state also requires the City to designate by Resolution an individual authorized to sign the supplemental agreement. Proposed Resolution No. 10-2832 designates and authorizes Mayor Paul M. Eaton to sign the supplemental agreement.

FISCAL IMPACT: The federal money available for this phase of the Mission Boulevard Corridor Improvement Project is \$300,000. The overall cost estimate for Phase 8 is approximately \$3.3 million. Failure to sign the supplemental agreement will eliminate the City's being able to obtain federal reimbursement for \$300,000.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 10-2832 authorizing Mayor Paul M. Eaton to sign Program Supplement No. N005 to Administering Agency-State Agreement No. 08-5326R.

Prepared by: <u></u>	Reviewed and Approved by: <u></u>
Proofed by: <u></u>	Presented by: <u></u>

RESOLUTION NO. 10-2832

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR AUTHORIZING
MAYOR PAUL M. EATON TO SIGN PROGRAM
SUPPLEMENT NO. N005 TO ADMINISTERING
AGENCY-STATE AGREEMENT NO. 08-5326R**

WHEREAS, the 111th Congress of the United States has enacted the American Recovery and Reinvestment Act; and

WHEREAS, the purpose of the American Recovery and Reinvestment Act is to create jobs and promote investment during the recession; and

WHEREAS, funds available under the Transportation Enhancement Program of the American Recovery and Reinvestment Act have been made available to the City by San Bernardino Associated Governments; and

WHEREAS, before federal funds will be made available for a specific program project, the local agency and state are required to enter into an agreement to establish terms and conditions applicable to the local agency when receiving federal funds for a designated project facility and to the subsequent operation and maintenance of that completed facility; and

WHEREAS, the City has previously entered into a master agreement for administering such contracts, known as Administering Agency-State Agreement No. 08-5326R; and

WHEREAS, the master agreement requires a supplemental agreement for each new project; and

WHEREAS, the state requires the local agency to designate by resolution the appropriate City official to sign the supplemental agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby designate Mayor Paul M. Eaton as the local agency official authorized to sign Program Supplement No. N005 to Administering Agency-State Agreement No. 08-5326R.

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2832 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, 2010, and that it was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Donna M. Jackson
City Clerk

PROGRAM SUPPLEMENT NO. N005
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 08-5326R

Agreement No. 10-26
Date: February 22, 2010

Location: 08-SBD-0-MCL
Project Number: ESPLE-5326(013)
E.A. Number: 08-925164

This Program Supplement hereby incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 08/14/08 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____, approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by State of any funds derived from sources noted below obligated to this project, the Administering Agency accepts and will comply with the Special covenants or Remarks set forth on the following pages.

PROJECT LOCATION:
Mission Blvd from Ada Ave to Benson Ave

TYPE OF WORK: Road reconstruction - no added capacity (non-part) and landscaping/irrigati **LENGTH:** 0.4 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	C220	\$300,000.00	LOCAL	Other Fund	OTHER
\$3,320,570.00			\$2,520,570.00	\$500,000.00	\$0.00

CITY OF MONTCLAIR

STATE OF CALIFORNIA
Department of Transportation

By _____
Date _____
Attest _____
Title _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *Katya* Date 02/22/2010 \$300,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
268	2008	2660-603-890	2008-2009	20.30.100.827	F	262042	898-F	300,000.00

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. This PROJECT is programmed to receive Federal Transportation Enhancement Activities (TEA) fund. The ADMINISTERING AGENCY agrees that any functional or operational change to a TEA PROJECT, before, during or after PROJECT acquisition and/or construction, that does not comply with, or is in conflict with, the TEA program requirements and the original purpose of the project at the time it was programmed may render the PROJECT ineligible for Federal reimbursement and ADMINISTERING AGENCY may be required to reimburse STATE the entire amount of TEA funds contributed to the project or the value of the TEA fund contribution, based upon the fair market value of the acquisition and/or construction, at the time the conflict and/or non-compliance is determined, whichever is greater.
3. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within

SPECIAL COVENANTS OR REMARKS

one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

5. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
6. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
7. This project is financed, in whole or in part, with federal funds from the American Recovery and Reinvestment Act of 2009 (Recovery Act). ADMINISTERING AGENCY agrees:
 - 1) Statutory provisions contained in Chapter 1 of Title 23 United States Code (U.S.C.) are applicable to all Recovery Act funded projects,
 - 2) Costs incurred prior to the date of authorization are NOT eligible for reimbursement with federal Recovery Act funds,

SPECIAL COVENANTS OR REMARKS

- 3) Federal Prevailing Wage Rate requirements apply to all Recovery Act funded construction projects regardless of location (including projects on local roads and rural minor collectors, and Transportation Enhancement projects outside the highway right of way). ADMINISTERING AGENCY agrees to include the appropriate wage rate information in the contract and also include a contract provision that overrides the general applicability provisions in form FHWA-1273, Sections IV and V,
- 4) To expend and invoice for all Recovery Act funds prior to using other funds, and
- 5) To comply with the reporting requirements, terms and conditions set forth in Sections 1201 and 1512 of the Recovery Act and as designated by the STATE. Failure to comply will result in retentions from progress payments due ADMINISTERING AGENCY and/or other sanctions,
- 6) Recovery Act funds are available for liquidation only until September 30, 2015 when the remaining balance of Recovery Act funds will expire. ADMINISTERING AGENCY agrees to submit an invoice for the balance of project Recovery Act funds (if any) to the STATE prior to July 1, 2015.
8. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award or with submittal of the ADMINISTERING AGENCY's first invoice for the construction contract, whichever is earlier.
- Failure to do so will cause a delay in the State processing invoices for the construction phase.
Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.
9. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not

SPECIAL COVENANTS OR REMARKS

liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 10-2833 AUTHORIZING MAYOR PAUL M. EATON TO SIGN A THREE-YEAR CONTRACT WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH	DATE: April 5, 2010 SECTION: RESOLUTIONS ITEM NO.: 3 FILE I.D.: HSV044 DEPT.: COMMUNITY DEV.
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------

BUSINESS PLAN: N/A	
---------------------------	--

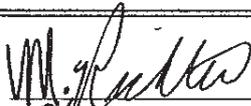
REASON FOR CONSIDERATION: The California Department of Public Health (CDPH) requires that contracts be signed by a responsible City official designated by a City Council resolution. Proposed Resolution No. 10-2833 authorizing Mayor Paul M. Eaton to sign a three-year contract with CDPH is attached for the City Council's review and consideration.

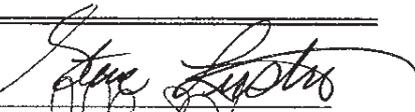
BACKGROUND: On October 5, 2009, the Council approved Agreement No. 09-95, a three-year contract with CDPH to provide a nutrition education program in Montclair. This contract represents the fourth multiyear contract for the City of Montclair. The program will continue to develop and promote healthy eating and physically active lifestyles among low-income residents of Montclair, particularly Latino women, and strengthen and expand the Por La Vida Program.

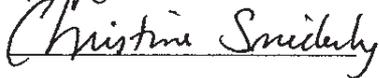
The CDPH is now requiring the City to designate by Resolution an individual authorized to sign the contract on behalf of the City. Proposed Resolution No. 10-2833 designates and authorizes Mayor Paul M. Eaton to sign the contract.

FISCAL IMPACT: The City would be awarded a maximum amount of \$174,906 from CDPH over the three-year contract term of October 1, 2009, through September 30, 2012.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 10-2833 authorizing Mayor Paul M. Eaton to sign a three-year contract with the California Department of Public Health.

Prepared by: 

Reviewed and
Approved by: 

Proofed by: 

Presented by: 

RESOLUTION NO. 10-2833

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING MAYOR PAUL M. EATON TO SIGN A THREE-YEAR CONTRACT WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR A TERM OF OCTOBER 1, 2009, THROUGH SEPTEMBER 30, 2012

WHEREAS, the City Council of the City of Montclair (referred to as "City") has been notified by the California Department of Public Health (referred to as "CDPH") of its award of a three-year contract to provide a nutrition education program; and

WHEREAS, the program will continue to develop and promote healthy eating and physically active lifestyles among low-income residents of Montclair, particularly Latino women; and

WHEREAS, the funds awarded by the contract will be used to pay for one full-time employee, training, supplies, equipment, promotional/educational materials, travel and meetings, lay health educator focus groups, a subcontract agreement that provides advanced nutrition classes, fieldtrips to farmers' markets, specialized nutrition workshops, and grant oversight; and

WHEREAS, the City would be awarded a maximum amount of \$174,906 pursuant to City Agreement No. 09-95 (CDPH Agreement No. 09-11219) over the three-year contract term of October 1, 2009, through September 30, 2012.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby authorizes Mayor Paul M. Eaton to sign a three-year contract with the California Department of Public Health.

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2833 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, 2010, and that it was adopted by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 10-2834 SUPPORTING THE LOCAL
TAXPAYER, PUBLIC SAFETY, AND
TRANSPORTATION PROTECTION ACT
OF 2010

DATE: April 5, 2010

SECTION: RESOLUTIONS

ITEM NO.: 4

FILE I.D.: LCC275

BUSINESS

PLAN: N/A

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The League of California Cities is requesting local government support of the *Local Taxpayer, Public Safety, and Transportation Protection Act of 2010*. Proposed Resolution No. 10-2834 is attached for the City Council's review and consideration.

BACKGROUND: California is currently facing one of the most significant fiscal shortfalls in state history and may seek to continue relying on local revenue sources to offset state revenue declines. In the current fiscal year, the state invoked its privilege under Proposition 1A—2004 to borrow 8 percent of local property tax revenues, is seeking to take \$2.05 billion in redevelopment agency funds, and attempted to take gas tax (Proposition 42) and Highway User Tax Act (HUTA) revenues. To address this recurring borrowing and taking of local government revenues, California's voters, in recent years, passed separate ballot measures (including Proposition 1A—2004) to restrict the state's ability to borrow, take, and/or divert local funds, often to no avail.

A coalition of local government and transportation and transit agencies have now allied to combat the state's disregard of local governments and their fiscal capacity to meet local obligations. The coalition has filed a constitutional amendment with the Secretary of State entitled the *Local Taxpayer, Public Safety, and Transportation Protection Act of 2010*. A statewide signature-gathering campaign is now underway to qualify the initiative for California's November 2010 Statewide General Election ballot. The initiative, supported by the League of California Cities, closes loopholes to prevent the state from taking, diverting, or borrowing local government, transportation, and public transit funds.

If passed, the *Local Taxpayer, Public Safety, and Transportation Protection Act of 2010* would:

- Repeal the state's ability to borrow local government property tax funds critical for providing general government services including public safety, maintenance of parks and streets, traffic congestion relief, provision of public transportation facilities and services, recreation and public welfare programs, school safety, emergency preparedness, antiterrorism programs, and other vital local government services.

Prepared by:

Proofed by:

Reviewed and
Approved by:

Presented by:

- Prohibit the state from borrowing or taking gasoline taxes dedicated to transportation and transit improvement and services including the state sales tax on gasoline (Proposition 42) and the Highway User Tax (HUTA) on gasoline purchases.
- Prevent the taking of locally levied taxes including parcel taxes, sales taxes, utility user taxes, transient occupancy taxes, redevelopment agency tax increment, vehicle license fee revenues, and other locally imposed taxes currently dedicated to cities, counties, and special districts.
- Prohibit the state from taking, borrowing, or redirecting existing funding for public transit including existing taxes on gas and "spillover" funds dedicated to the Public Transportation Account.
- Add additional constitutional protections to prevent the state from raiding redevelopment funds or shifting redevelopment funds to other state purposes.
- Mandate the state to repay funds taken from local government if so ordered by a court of competent jurisdiction.

Local government agencies throughout the state endorse the *Local Taxpayer, Public Safety, and Transportation Protection Act of 2010*. Adoption of proposed Resolution No. 10-2834 would demonstrate the support of the City of Montclair for the *Local Taxpayer, Public Safety, and Transportation Protection Act of 2010*.

FISCAL IMPACT: There would be no direct fiscal impact associated with the Council's adoption of proposed Resolution No. 10-2834.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 10-2834 supporting the *Local Taxpayer, Public Safety, and Transportation Protection Act of 2010*.

RESOLUTION NO. 10-2834

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR SUPPORTING
THE LOCAL TAXPAYER, PUBLIC SAFETY,
AND TRANSPORTATION PROTECTION ACT
OF 2010**

WHEREAS, all local government funds are critical for providing general government services including police and fire services; maintenance of parks, streets, and libraries; improvements to roadways; relief of traffic congestion; provision of mass transit facilities; recreation and welfare programs; school safety; emergency preparedness; antiterrorism programs; and provision and maintenance of other vital local services that residents and the business community rely upon each day; and

WHEREAS, in recent years, California voters repeatedly and overwhelmingly passed separate ballot measures aimed at the following:

- ✓ Stopping the State Legislature and Executive Branch from diverting, taking, or borrowing local government funds;
- ✓ Requiring the dedication of taxes on gasoline purchases to fund state and local transportation improvement projects, traffic congestion relief, and mass transit services; and

WHEREAS, despite the fact that voters repeatedly passed ballot measures protective of local government revenues, including sales, property, and gasoline taxes; property tax increment; and vehicle license fees, by either establishing procedures for borrowing local revenues or enjoining the State Legislature and Executive Branch from taking revenues dedicated to funding local government services and transportation improvement projects, the state routinely develops scenarios for circumventing these protective measures to continue seizing and/or borrowing billions of dollars annually in local government and transportation funds; and

WHEREAS, during a national economic recession, when nearly every level of government in the state is experiencing significant erosion to revenues and a corresponding limit on their ability to fund and maintain vital services, the state's concern is for its own fiscal problems and massive, consecutive deficits; and

WHEREAS, to address California's fiscal problems, the State Legislature and Executive Branch continue to take, divert, or "borrow" local government revenues as a means to resolve the state's recurring fiscal deficits, thus demonstrating concern only for the state's budgetary issues; and

WHEREAS, in Fiscal Year 2009-10 the state borrowed and/or proposed diverting local government, redevelopment, and transit funds and continued previous diversions of revenues earmarked for local governments; and

WHEREAS, such borrowing and taking of local government funds leads to severe consequences for many local government agencies including layoffs of police, fire, and paramedic first responders; fire station closures; stalled economic development projects; healthcare cutbacks; delays in road safety improvements; public transit fare increases; and cutbacks in public transit and general government services; and

WHEREAS, state politicians in Sacramento continue to ignore the will of the voters, and current law provides no penalties when state politicians take or borrow these dedicated funds; and

WHEREAS, a coalition of local government, transportation, and transit advocates recently filed a constitutional amendment with the California Attorney General, called the *Local Taxpayer, Public Safety, and Transportation Protection Act of 2010*, for potential placement on California's November 2010 Statewide General Election ballot; and

WHEREAS, approval of this ballot initiative would close loopholes and change the State Constitution to further prevent state politicians from seizing, diverting, shifting, borrowing, transferring, suspending, or otherwise taking or interfering with tax revenues dedicated to funding local government services including redevelopment tax increment and funds dedicated to transportation improvement projects and mass transit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair formally endorses the *Local Taxpayer, Public Safety, and Transportation Protection Act of 2010*, a proposed constitutional amendment.

BE IT FURTHER RESOLVED that the City Council of the City of Montclair authorizes use of the City's name in support of the *Local Taxpayer, Public Safety, and Transportation Protection Act of 2010*.

BE IT FINALLY RESOLVED that a facsimile of this Resolution shall be delivered by mail or in electronic form to the campaign headquarters of the group sponsoring passage of the *Local Taxpayer, Public Safety, and Transportation Protection Act of 2010*.

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2834 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, 2010, 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 REGULAR MEETING
OF THE PUBLIC WORKS COMMITTEE
HELD ON THURSDAY, FEBRUARY 18,
2010, AT 2:00 P.M. IN THE CITY HALL
CONFERENCE ROOM, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Chairman Paulitz called the meeting to order at 2:00 p.m.

II. ROLL CALL

Present: Chairman Paulitz; Mayor Eaton; Director of Redevelopment/
Public Works Staats; Community Development Director Lustro;
City Engineer Hudson; Public Works Superintendent Mendez;
Facilities and Grounds Superintendent McGehee; Police Chief
Jones

Absent: Ontario Montclair School District Representative Huyck

III. APPROVAL OF MINUTES

**A. Minutes of Regular Public Works Committee Meeting of
January 21, 2009**

It was the consensus of the Public Works Committee to approve
the minutes of the Public Works Committee meeting of January 21,
2010.

IV. PUBLIC COMMENT - None

V. TRAFFIC SAFETY/CIRCULATION ISSUES

A. Ontario-Montclair School District Issues - None

B. Traffic Safety - None

VI. POLICE DEPARTMENT UPDATES

Police Chief Jones informed the Committee of a new law effective
January 1, 2010, that allows the City to collect money from a graffiti
perpetrator before probation has ended. The City currently receives
money after probation has ended. The City Ordinance could be
amended so the City could collect restitution before the perpetrator is
off probation. Chief Jones advised that he would speak to City Prosecu-
tor Eckhart with regard to revising the City's Municipal Code to
incorporate the new law.

VII. DEVELOPMENT PROJECT UPDATES

Community Development Director Lustro reported the following:

Len's Market, formerly located at 10307 Mills Avenue, has been demolished. The property was purchased by National Community Renaissance with assistance from the Redevelopment Agency to build 50 affordable multifamily rental units. Len's Market was the last tenant in the shopping center to vacate. The demolition began on February 16, 2010, at 9:00 a.m. and was completed by 12:00 p.m. The debris is currently being picked up, and the lot will be cleared by next week.

The self-storage facility located at Mission Boulevard and Ada Avenue has new owners. The property has been vacant for over a year. The new owners are in the process of obtaining all necessary City permits so the construction can continue.

Chipotle Mexican Restaurant is interested in moving into the existing Jennifer Convertibles building next to Men's Warehouse on Central Avenue and Moreno Street. Chipotle Mexican Restaurant is currently obtaining information about the location, and the City has not received a formal proposal from the restaurant owner.

City staff has met with the Olsen Company on a few occasions regarding the property located at 4975 Mission Boulevard (south side of Mission Boulevard just east of Monte Vista Avenue) to discuss development of 50 to 60 low- to medium-density for-sale units. Olsen Company is asking if the Redevelopment Agency could subsidize the land in the range of \$3,000,000. The subsidy would aid moderate-income buyers. The properties would be sold at affordable prices with affordability covenants.

VIII. MAINTENANCE ACTIVITIES UPDATES

Facilities and Grounds Superintendent McGehee reported that over the weekend, vandals etched the automatic doors and 17 windows at the Recreation building, Library, and Community Center. He has scheduled a demonstration with a company based in Oregon that sells equipment that grinds the glass to remove etching. The process can make the glass smooth but it may have a little bit of a wave or a haze to it. A film is placed on the glass to mask the haze. The cost of the equipment to remove the etching is approximately \$3,000, far less than the cost to replace the glass in all the windows. The glass for the automatic doors would have to be replaced, however, because the scratch is too thick and long to remove. The Crime Suppression Unit investigated the monikers etched in the glass; they belong to a tagging crew that will be more difficult to track than an individual will.

IX. CAPITAL PROJECTS UPDATES

City Engineer Hudson reported the status of the following capital improvement projects:

A. MISSION BOULEVARD IMPROVEMENTS

The City received approval from the California Department of Transportation (Caltrans) for Mission Boulevard Phase 8 (from Central Avenue to Benson Avenue) so staff can move forward with advertising the project. The request to Caltrans was submitted in November 2009, and staff just received final approval on Tuesday. The project is receiving two types of federal funding: \$300,000 of Transportation Enhancement Act (TEA) funding through the San Bernardino Associated Governments and \$500,000 of Community Development Block Grant funds. Staff is in the process of preparing the paperwork for the project to be advertised.

Gentry Brothers started construction of Phase 7 last week. The catch basin laterals have been constructed, half of the median curb on the north side of the street has been formed and poured, and Gentry Brothers is in the process of forming and pouring the curb for the south side of the street. Phase 9 from Pipeline Avenue to the Los Angeles County line is the last phase to be completed.

B. RAMONA GRADE SEPARATION PROJECT

The bridge falsework was stripped over the railroad tracks last weekend, and most of the debris has been hauled away by the contractor. The landscaper has not been able to work for the last three weeks because of rain, so the project has been pushed back a bit. The dedication ceremony will take place in early May 2010.

C. MONTE VISTA GRADE SEPARATION PROJECT

City Engineer Hudson has a meeting with the San Bernardino Associated Governments next week to request additional funding for the remaining right-of-way acquisitions. If the City does not receive funds from the San Bernardino Associated Governments, the City could put this project in the Measure I Expenditure Program. By having it in the Measure I Program, the City could borrow against the Measure I money the City is expected to receive in the future. Measure I is a 30-year program.

D. YOUTH/SENIOR CENTER FACILITIES

The Youth Center has a few minor punch list items that are in the process of being completed. It is open, and about a dozen teenagers have signed up. Notifications went to the schools last week, and it is hoped that more students will enroll.

The rest of the walls went up for the Senior Center last week, and the trenches have been dug for the masonry portion of the building. The footings were poured, and the contractor started stacking blocks on Monday. This process will take one to two weeks depending on the weather. The roof trusses for the tilt up portion of the building have been installed. By the end of next month, the building should have a rooftop; and the contractor can start on the inside of the building.

E. MONTERA ELEMENTARY SCHOOL SOCCER FIELD

The Ontario-Montclair School District requested additional fencing or netting along the playground's north perimeter to address problems with balls going into adjacent residents' backyards. Staff informed the District that funding for the Montera Soccer Park was limited and would not be sufficient to include fencing or netting. The project as designed included six soccer goals, concrete sidewalk, chain-link fencing, gates, and a drinking fountain. Staff is currently in design for the fencing system and has obtained a price from Cal Grove Corp. for the installation of the additional improvements. Based on quotes received from netting manufacturers, an additional \$30,000 would be required to construct the fence.

F. FREMONT AVENUE IMPROVEMENT PROJECT

After completion of the Crestwood Community development between Phillips Boulevard and Howard Street, an erosion problem occurred. The properties at the intersection of Phillips Boulevard and Fremont Avenue are receiving a lot of sediment. The City received local stimulus funds that are being used to complete curb, gutter, sidewalk, and driveway improvements on the east side of Fremont Avenue, which should eliminate the problem.

The second segment on the west side of Fremont Avenue that was discussed at the last Public Works Committee Meeting would also use local stimulus funds to cover the design and construction work. The contractor would construct curb, gutter, and sidewalk. The request has been sent to the San Bernardino Associated Governments for approval. Staff should receive approval from the San Bernardino Associated Governments within the next few weeks.

G. DEMOLITION OF 4113 KINGSLEY STREET

The contract was awarded to Vizion's West, Inc. Project Manager Stanton is preparing the agreements to forward to the contractor. The City purchased the home as part of a negotiating agreement with National Community Renaissance. National Community Renaissance would like to build special needs housing for the developmentally disabled. National Community Renaissance has submitted an application to the federal Department of Housing

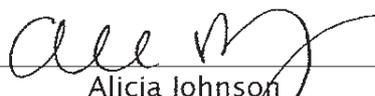
and Urban Development (HUD) to fund a portion of the project costs and is awaiting a response to the application. The estimated timeframe to receive a response from HUD is approximately six months after submittal of the application.

X. ADJOURNMENT

Prior to adjournment, it was learned that Committee Members would not be available for the regular March 18, 2010 meeting. The next meeting of the Public Works Committee will be held at 2:00 p.m. on April 15, 2010.

At 2:35 p.m., Chairman Paulitz adjourned the Public Works Committee.

Submitted for Public Works Committee approval,

A handwritten signature in cursive script, appearing to read "Alicia Johnson", written over a horizontal line.

Alicia Johnson
Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
MARCH 1, 2010, AT 7:25 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:25 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; and Acting City Manager Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of February 16, 2010.

Moved by Acting City Manager Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of February 16, 2010.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

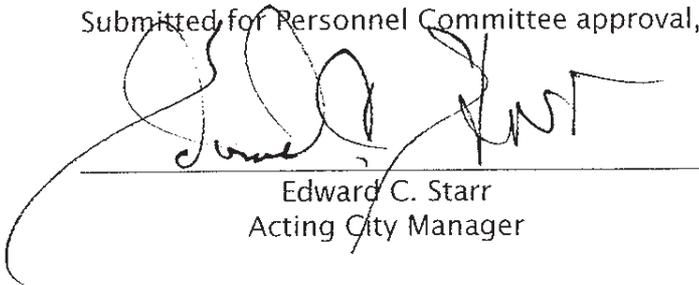
At 7:26 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 7:42 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:42 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
Acting City Manager