CITY OF MONTCLAIR

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

To be held in the Council Chambers

5111 Benito Street, Montclair, California

April 2, 2012

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/SRDA/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, Successor to the Redevelopment Agency Board of Directors, and Montclair Housing Corporation Board of Directors

II. **INVOCATION**

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

III. **PLEDGE OF ALLEGIANCE**

IV. **ROLL CALL**

V. **PRESENTATIONS**

A. Proclamation Declaring April 2012 as "Child Abuse Prevention Month" in the City of Montclair

VI. **PUBLIC COMMENT**

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

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

VII. **PUBLIC HEARINGS** - None

Page No.

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of the Regular Joint Council/Successor to the Agency Board/MHC Board Meeting of March 19, 2012 [CC/SRDA/MHC]

B. Administrative Reports

1. Consider Setting a Public Hearing to Consider Ordinance No. 12-929 Adding Section 11.72.275 to the Montclair Municipal Code Related to Promotional Banners and Graphics at 5200 Montclair Plaza Lane [CC] 4

2. Consider Setting a Public Hearing to Consider Ordinance No. 12-930 Adding Sections 9.24.500 and 9.24.600 to Title 9 of the Montclair Municipal Code Related to the City Storm Drain System [CC] 9

3. Consider Approval of Parcel Merger No. 2011-1 for Five Parcels Located at the Northwest Corner of Fremont Avenue and Mission Boulevard [CC] 15

4. Consider Declaring Certain City Property and Unclaimed Property in Police Custody as Surplus and Available for Auction [CC] 26

5. Consider Approval of Warrant Register and Payroll Documentation [CC] 40

C. Agreements

1. Consider Approval of Agreement No. 12-17, a Parkland Dedication and Construction Agreement Between the City of Montclair and Paseos At Montclair Property LLC [CC] 41

2. Consider Approval of Agreement No. 12-18, an Operations & Management Regulatory Agreement (Paseos Housing Project) Between the City of Montclair and the Paseos at Montclair Property LLC [CC] 44

3. Consider Approval of Agreement No. 12-20 With Claremont Graduate University, School of Community and Global Health, to Implement a Field Internship Program at the Montclair Medical Clinic [CC] 47

4. Consider Approval of Agreement No. 12-21 With the County of San Bernardino for Access to the Sheriff's Automated Systems [CC] 54

D. Resolutions

1. Consider Adoption of Resolution No. 12-2943 Confirming the Mayor's Appointment of Two Members to the Oversight Board Created by Health and Safety Code Section 34179 *et seq.* Regarding Dissolution of the City of Montclair Redevelopment Agency [CC] 65

IX. **PULLED CONSENT CALENDAR ITEMS**

X. **RESPONSE** - None

XI. **COMMUNICATIONS**

A. City Attorney

1. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference With Designated Labor Negotiator Edward C. Starr

   Agency: City of Montclair

   Employee Organizations: Management
   Montclair Fire Fighters Association
   Montclair Police Officers Association
   San Bernardino Public Employees Assn.

2. Closed Session Pursuant to Government Code Section 54956.9(a) Regarding Pending Litigation Involving a Federal and State Lawsuit

   Camou v. City of Montclair

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/MHC Board

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

1 Minutes of the Personnel Committee Meeting of March 19, 2012 69

XII. **ADJOURNMENT OF SUCCESSOR TO THE REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS**

(At this time, the City Council will meet in Closed Session regarding labor negotiations and pending litigation.)

XIII. **CLOSED SESSION ANNOUNCEMENTS**

XIV. **ADJOURNMENT OF CITY COUNCIL**

The next regularly scheduled City Council, Successor to the Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, April 16, 2012, 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, Successor to the Redevelopment Agency Board, or Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 625-9415. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Yvonne L. Smith, Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the south door of Montclair City Hall on March 29, 2012.

AGENDA REPORT

SUBJECT:	CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 12-929 ADDING SECTION 11.72.275 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO PROMOTIONAL BANNERS AND GRAPHICS AT 5200 MONTCLAIR PLAZA LANE	**DATE:**	April 2, 2012
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	1
		FILE I.D.:	SIG180
		DEPT.:	COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider setting a public hearing to consider Ordinance No. 12-929 adding Section 11.72.275 to the Montclair Municipal Code related to promotional banners and graphics at 5200 Montclair Plaza Lane.

A copy of proposed Ordinance No. 12-929 is attached for the City Council's review and consideration.

BACKGROUND: During a recent meeting with the management and leasing team at Montclair Plaza, an interest was expressed in displaying large-scale banners and graphics on the former Broadway/Macy's building to promote the completed interior renovation of the Plaza until the vacant department store is demolished. Staff believes the most prudent way to accommodate this desire would be through a "temporary" Ordinance with a specific sunset date.

The draft Ordinance was presented to the Code Enforcement Committee at its March 19 meeting and was recommended for consideration by the full City Council. Proposed Ordinance No. 12-929 was also presented informally to the Planning Commission on March 26; the Planning Commission also supports its adoption.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the ***Inland Valley Daily Bulletin*** related to proposed Ordinance No. 12-929 should not exceed $400.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, April 16, 2012, at 7:00 p.m. in the Council Chambers to consider Ordinance No. 12-929 adding Section 11.72.275 to the Montclair Municipal Code related to promotional banners and graphics at 5200 Montclair Plaza Lane.

Prepared by:	Steve Lustro	Reviewed and Approved by:	Steve Lustro
Proofed by:	Donna Burke	Presented by:	

ORDINANCE NO. 12-929

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADDING SECTION 11.72.275 TO THE MONTCLAIR MUNICIPAL CODE (TEMPORARY PROMOTIONAL BANNERS AND/OR GRAPHICS AT 5200 MONTCLAIR PLAZA LANE)

WHEREAS, California Government Code Section 65800 *et seq.* authorizes the adoption and administration of zoning laws, ordinances, rules, and regulations by cities as a means of implementing the General Plan; and

WHEREAS, the Montclair Municipal Code (MMC) makes provisions for businesses and institutions to display banners on a temporary basis to announce grand openings and to advertise promotional events; and

WHEREAS, the Code also allows businesses and institutions to obtain a permit or permits to display promotional banners for a maximum of 48 days per calendar year, either consecutively or in increments of 12 days or 24 days; and

WHEREAS, the Code limits the size of promotional banners associated with a building or business in excess of 100,000 square feet of gross leasable area (GLA) to 200 square feet; and

WHEREAS, the former owner of Montclair Plaza, General Growth Properties (GGP), completed a multimillion dollar renovation to the interior of the mall in 2008 but did not pursue any exterior upgrades in conjunction with the interior remodel; and

WHEREAS, Montclair Plaza was sold to a new owner in March 2011; and

WHEREAS, the current owner and its professional leasing company desire to promote the interior renovation and the mall's current tenants that are "invisible" to motorists in the approximately 250,000 vehicles that travel by the site each day; and

WHEREAS, the owner and leasing company desire to use the exterior façade of the former Broadway/Macy's building at 5200 Montclair Plaza Lane to display temporary banners and/or graphics promoting Montclair Plaza; and

WHEREAS, as part of a proposed expansion of Montclair Plaza by the current owner, it is expected that the former Broadway/Macy's building will be demolished within the next 12 to 18 months; and

WHEREAS, staff believes that, in order to attract new and former shoppers of Montclair Plaza back to the property, it would be in the best interest of the City of Montclair for the City Council to favorably consider this temporary Ordinance allowing the mall owner flexibility in promoting Montclair Plaza; and

WHEREAS, attracting more traffic to the property will also likely provide a positive benefit to other Montclair businesses that are in close proximity to Montclair Plaza; and

WHEREAS, the proposed Ordinance includes a sunset date of June 30, 2013; and

WHEREAS, the City Council finds that the proposed Ordinance is consistent with the General Plan's goals and policies of protecting community aesthetics through regulated signage and promoting the viability of a variety of commercial land uses; and

WHEREAS, the City Council finds that this Ordinance is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines. The proposed Code amendment addresses on-premise signs, which are considered exempt as "minor structures accessory to existing commercial, industrial, or institutional facilities..."under Section 15311(a) of the CEQA Guidelines. Moreover, the Code amendment would not have a significant effect on the environment as it does not in itself directly approve any construction activities but, instead, establishes standards, permit requirements, and other measures that regulate the design, installation, and maintenance of temporary banners and/or graphics on an existing commercial property; and

WHEREAS, the Director of Community Development is directed to file a Notice of Exemption in accordance with CEQA and the State CEQA Guidelines.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Section 11.72.275 ("Temporary promotional banners and/or graphics at 5200 Montclair Plaza Lane") of Title 11 ("Zoning and Development") of the Montclair Municipal Code is hereby added as follows:

11.72.275 Temporary promotional banners and/or graphics at 5200 Montclair Plaza Lane.

Notwithstanding the criteria for temporary promotional banners set forth in Section 11.72.270 of this Chapter, temporary banners and graphics shall be permitted to be displayed on the former Broadway/Macy's building at 5200 Montclair Plaza Lane subject to the criteria set forth below. The purpose of this Section is to provide the owner and leasing agent at Montclair Plaza flexibility in promoting the completed interior renovations and the planned major expansion on the property.

A. Location. A temporary banner permit may be issued by the Director of Community Development for temporary banners and graphics on the "basketweave" architectural portions of the north, east, and south elevations of the building. Banners and graphics may cover all or part of each elevation. In no event shall banners and/or graphics be installed below or above the "basketweave" architectural portion of the building.

B. Application. The property owner or leasing agent shall submit to the Planning Division for review and approval a completed application along with the necessary drawings and filing fees as set forth by Resolution of the City Council. The temporary banners/graphics shall be subject to the following:

1. One permit shall be required for the location, whether the applicant chooses to install one or multiple banners/graphics on the building.

2. Temporary banners/graphics shall be made of durable materials and attached securely to the building. Worn or deteriorated banners/graphics, as determined by the Director of Community Development, shall be removed or replaced within 72 hours of notification to the applicant.

C. Content. The copy and graphic content of the banner(s) shall be limited to promoting existing and future retailers and activity within Montclair Plaza and the area commonly known as "North Plaza," located on the north side of Moreno Street between Fremont Avenue and the property currently occupied by Target.

D. Duration. A permit for temporary banners/graphics issued pursuant to this Section shall not be a subject to a time limit; however, all temporary banners and graphics shall be removed no later than April 30, 2013, or the commencement of demolition of the subject building, whichever occurs first.

E. Sunset date. This Section shall sunset on June 30, 2013, unless extended prior to that date.

SECTION II. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

Section III. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after passage.

Section IV. Posting.

The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

APPROVED AND ADOPTED this XX day of XX, 2012.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 12-929 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2012, and finally passed not less than five (5) days thereafter on the XX day of XX, 2012, by the following vote, to-wit:

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

_____

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT:	CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 12-930 ADDING SECTIONS 9.24.500 AND 9.24.600 TO TITLE 9 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THE CITY STORM DRAIN SYSTEM	**DATE:**	April 2, 2012
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	2
		FILE I.D.:	STD200
		DEPT.:	PUBLIC WORKS

REASON FOR CONSIDERATION: The City Council is requested to consider setting a public hearing to consider Ordinance No. 12-930 approving additions to the City Storm Drain System regulations pursuant to new requirements adopted by the California Regional Water Quality Control Board, Santa Ana Region.

A copy of proposed Ordinance No. 12-930 is attached for the City Council's review and consideration.

BACKGROUND: On January 29, 2010, the California Regional Water Quality Control Board, Santa Ana Region, adopted Order No. R8-2010-0036 National Pollutant Discharge Elimination System (NPDES) No. CAS618036. This action addressed Waste Discharge Requirements for the San Bernardino County Flood Control District, the County of San Bernardino, and the unincorporated cities of San Bernardino County within the Santa Ana Region including the City of Montclair.

NPDES No. CAS618036 established requirements for each affected agency to update its municipal ordinance addressing stormwater discharge. The City Council previously adopted an Ordinance addressing stormwater discharge and the requirements of NPDES No. CAS618036. In order for the City to be fully in compliance with NPDES No. CAS618036, inspections must be performed during and after construction. Proposed Ordinance No. 12-930 would allow staff to conduct these inspections and collect inspection fees of structural stormwater treatment devices associated with the Water Quality Management Plan (WQMP) during the construction phase. The purpose of the inspections is to ensure treatment Control Best Management Practices (BMPs) are designed and constructed and function in accordance with the approved WQMP. Inspections and collection of fees are addressed in proposed Section 9.24.500.

In addition, the NPDES Permit requires each agency to inspect the treatment control BMPs after the Certificate of Occupancy is issued on a triennial basis to ensure the long-term functionality of the BMPs. The results of the inspections are submitted to the California Regional Water Quality Control Board, Santa Ana Region, annually. These inspections are addressed in proposed Section 9.24.600. No inspection fees are proposed for the triennial inspections.

Prepared by:	M. Hudson	Reviewed and Approved by:	M. STARKS
Proofed by:		Presented by:	

FISCAL IMPACT: The cost to publish a notice of public hearing related to proposed Ordinance No. 12-930 is not expected to exceed $1,000.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, April 16, 2012, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 12-930 adding Sections 9.24.500 and 9.24.600 to Title 9 of the Montclair Municipal Code related to the City Storm Drain System.

ORDINANCE NO. 12-930

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADDING SECTIONS 9.24.500 AND 9.24.600 TO TITLE 9 OF THE MONTCLAIR MUNICIPAL CODE RELATING TO THE STORM DRAIN SYSTEM

THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES ORDAIN AS FOLLOWS:

SECTION I. Additions to Code. Sections 9.24.500 and 9.24.600 are hereby added to Title 9 Article X of the Montclair Municipal Code:

9.24.500 Water Quality Management Plan Compliance and Implementation

A. The City Engineer or his/her designee shall have the authority to require the development of a Water Quality Management Plan (WQMP) for any development, redevelopment, utility, or road improvement project within the City limits.

B. The City Engineer or his/her designee may inspect the premises of any person, business, discharger, or entity for which a WQMP has been prepared at reasonable times and in a reasonable manner to determine whether the Best Management Practices (BMPs) associated with the project WQMP are being installed, implemented, and functioning as designed. Photographs may be taken for purposes of documentation and enforcement.

1. Establishment of a fee. The City Council may establish a fee by Resolution and from time to time adjust the fee by Resolution to recover the cost of inspections, sampling, metering, and monitoring by the City Engineer or his/her designee. Such fee shall cover the full cost of inspections, sampling, metering, and monitoring.

2. Recovery of additional inspection costs. If any discharger fails to meet the requirements of the WQMP and additional site inspections are, therefore, required, such dischargers shall be liable for the cost of additional inspection and any improvements, repairs, modifications, or maintenance necessary. These costs may be recovered through additional inspection fees to cover permit inspection and administration expenses. The City may also pursue any civil action deemed necessary against the discharger to recover excess WQMP inspection and compliance costs.

9.24.600 Post-Construction Inspections of Best Management Practices Associated with Water Quality Management Plans

A. Maintenance and Operations of Best Management Practices (BMPs). The owner of a structural BMP installed pursuant to Section 9.24.500 shall

maintain and operate the BMP to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the BMP was designed.

B. Operation and Maintenance Agreement. At the time that as-built plans are provided to the City Engineer or designee prior to final approval of a project for compliance with this Ordinance, but in all cases prior to placing the BMPs in service, the applicant or owner of the site shall execute an operation and maintenance agreement that shall be binding on all current and subsequent owners of the site, portions of the site, and/or lots or parcels served by the BMP. This maintenance agreement shall be recorded as specified in Section 11.60.180. Failure to execute an operation and maintenance agreement may result in assessment of penalties as specified in Chapter 9.24 Article VIII, Administrative Enforcement Remedies. Until the transference of all property, sites, or lots served by the BMP, the original owner or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement. At the discretion of the City Engineer or his/her designee, Certificates of Occupancy may be withheld pending receipt of an operation and maintenance agreement. The operation and maintenance agreement shall require the owner or owners to maintain, repair, and, if necessary, reconstruct the structural BMP, and shall state the terms, conditions, and schedule of maintenance for the structural BMP. In addition, it shall grant to the City of Montclair a right of entry in the event that the City Engineer or his/her designee has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the BMP; however, in no case shall the right of entry, of itself, confer an obligation on the City of Montclair to assume responsibility for the BMP.

C. Inspection Program. Inspections and inspection programs by the City of Montclair may be conducted or established on any reasonable basis, including, but not limited to, routine inspections, random inspections, inspections based upon complaints or other notice of possible violations, and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in BMPs; and evaluating the condition of BMPs. If the owner or occupant of any property refuses to permit such inspection, the City Engineer or his designee shall proceed to obtain an administrative search warrant pursuant to Code of Civil Procedures 1822.50. No person shall obstruct, hamper, or interfere with the City inspector while carrying out his or her official duties.

D. Records of Installation and Maintenance Activities. The owner of each structural BMP shall keep records of inspections, maintenance, and repairs for at least five years from the date of creation of the record and shall submit the same upon reasonable request to City official.

E. Violation Unlawful. Any failure to comply with an applicable requirement, prohibition, standard, or limitation imposed by this Ordinance or the terms or conditions of any permit or other development or redevelopment

approval or authorization granted pursuant to this Ordinance is unlawful and shall constitute a violation of this Ordinance.

F. Each Day a Separate Offense. Each day that a violation continues shall constitute a separate and distinct violation or offense.

G. Responsible Persons/Entities. Any person who erects, constructs, reconstructs, alters (whether actively or passively) or fails to erect, construct, reconstruct, alter, repair, or maintain any structure, BMP, practice, or condition in violation of this Ordinance; as well as any person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this ordinance or fails to take appropriate action so that a violation of this Ordinance results or persists; or an owner, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the property on which the violation occurs shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this Section. For the purposes of this article, responsible person(s) shall include but not be limited to:

1. Any person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this Ordinance or fails to take appropriate action so that a violation of this Ordinance results or persists.

2. The owner of the land on which the violation occurs, any tenant or occupant of the property, any person who is responsible for stormwater controls or practices pursuant to a private agreement or public document, or any person who has control over, or responsibility for, the use, development, or redevelopment of the property.

SECTION II. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION III. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after passage.

SECTION IV. Posting.

The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

APPROVED AND ADOPTED this XX day of XX, 2012.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

I, Yvonne L. Smith, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 12-930 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2012, and finally passed not less than five (5) days thereafter on the XX day of XX, 2012, by the following vote, to-wit:

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

_____
Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF PARCEL MERGER NO. 2011-1 FOR FIVE PARCELS LOCATED AT THE NORTHWEST CORNER OF FREMONT AVENUE AND MISSION BOULEVARD	DATE:	April 2, 2012
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	3
		FILE I.D.:	LDU225
		DEPT.:	PUBLIC WORKS

REASON FOR CONSIDERATION: Parcel mergers are permitted under the Subdivision Map Act and the Montclair Municipal Code, subject to the approval of the City Council.

BACKGROUND: Fremont Mission LLC, the owner of several parcels fronting Mission Boulevard and/or Fremont Avenue, has expressed its wish to merge the five adjacent parcels located at the northwest corner of this intersection. A parcel merger application has been submitted and reviewed. The properties consist of both developed and undeveloped properties, one of which houses a metal recycling company, Continental Recycling. Neither the Public Works Department nor the Community Development Department has any objection to this proposal.

The owner of the properties intends expanding operations of the recycling facility and has also submitted plans to the Building, Planning, and Engineering Divisions for review. The plans are nearly ready for approval. One of the conditions of approval for this expansion is the dedication of additional street right-of-way for Fremont Avenue. This dedication will be submitted to the City Council for acceptance at a future City Council meeting.

FISCAL IMPACT: The merger of the affected parcels would have a positive but unknown fiscal impact to the City. The merger would allow additional structures required for the expansion of the facility to be built without straddling existing property lines. The improvements would likely increase the assessed value of the combined properties.

RECOMMENDATION: Staff recommends the City Council approve Parcel Merger No. 2011-1 for five parcels located at the northwest corner of Fremont Avenue and Mission Boulevard.

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

MONTCLAIR

APPLICATION FOR CERTIFICATE OF PARCEL MERGER

RECORD OWNER(S) Fremont Mission, L.L.C.

REPRESENTATIVE (L. S. or C. E.)
Christopher Daniels, L.S. 6328
914 E. Katella Avenue
Anaheim, CA 92805
714-385-1835

PROPERTY DATA: (Attach a copy of legal description for each property to be merged)

ASSESSOR PARCEL NOS.:
Parcel 1 1011 - 311 - 06 •
Parcel 2 1011 - 311 - 05 •
(If more than two parcels, attach additional sheets)

STREET ADDRESS OF PROPERTY: 10844 Fremont Avenue, Ontario, CA 91762

REQUEST: (Include number of contiguous parcels to be merged and why merger is requested.)

APPLICATION FEE: $950.00 ___ Cash ___ Check ___ Credit Card

(I/we) hereby certify that 1) (I am/we are) the record owner(s) of all parcels proposed for merger by this application; 2) (I/we) have knowledge of and consent to the filing of this application, and 3) the information submitted in connection with this application is true and correct.

All owners of record must sign this application.

Bhemt Gmt Date 3/22/12
Date
Date

Representative's Signature Date

Z:\Dept_Shares\Public_Works\Forms\Application for Certificate of Parcel Merger

MONTCLAIR

APPLICATION FOR CERTIFICATE OF PARCEL MERGER

RECORD OWNER(S) Fremont Mission, L.L.C.

REPRESENTATIVE (L. S. or C. E.)
Christopher Daniels, L.S. 6328
914 E. Katella Avenue
Anaheim, CA 92805
714-385-1835

PROPERTY DATA: (Attach a copy of legal description for each property to be merged)

ASSESSOR PARCEL NOS.: Parcel ~~1~~3 1011 - 311 - 04
Parcel ~~2~~4 1011 - 311 - 03
(If more than two parcels, attach additional sheets)

STREET ADDRESS OF PROPERTY: 10844 Fremont Avenue, Ontario, CA 91762

REQUEST: (Include number of contiguous parcels to be merged and why merger is requested.)

APPLICATION FEE: $950.00 ___ Cash ___ Check ___ Credit Card

(I/we) hereby certify that 1) (I am/we are) the record owner(s) of all parcels proposed for merger by this application; 2) (I/we) have knowledge of and consent to the filing of this application, and 3) the information submitted in connection with this application is true and correct.

All owners of record must sign this application.

Bhamt Gnt Date 3/22/12
Date
Date

Representative's Signature _____ Date _____

Z:\Dept_Shares\Public_Works\Forms\Application for Certificate of Parcel Merger

MONTCLAIR

APPLICATION FOR CERTIFICATE OF PARCEL MERGER

RECORD OWNER(S) Fremont Mission, L.L.C.

REPRESENTATIVE (L. S. or C. E.)
Christopher Daniels, L.S. 6328
914 E. Katella Avenue
Anaheim, CA 92805
714-385-1835

PROPERTY DATA: (Attach a copy of legal description for each property to be merged)

ASSESSOR PARCEL NOS.:
Parcel 1 5 1011 - 311 - 02
Parcel 2 ____ - ____ - ____
(If more than two parcels, attach additional sheets)

STREET ADDRESS OF PROPERTY: 10844 Fremont Avenue, Ontario, CA 91762

REQUEST: (Include number of contiguous parcels to be merged and why merger is requested.)

APPLICATION FEE: $950.00 ___ Cash ___ Check ___ Credit Card

(I/we) hereby certify that 1) (I am/we are) the record owner(s) of all parcels proposed for merger by this application; 2) (I/we) have knowledge of and consent to the filing of this application, and 3) the information submitted in connection with this application is true and correct.

All owners of record must sign this application.

Bhent Gut Date 3/22/12
Date ____
Date ____

Representative's Signature ____ Date ____

Z:\Dept_Shares\Public_Works\Forms\Application for Certificate of Parcel Merger

RECORDING REQUESTED BY AND MAIL TO: CITY OF MONTCLAIR CITY ENGINEER P. O. BOX 2308 MONTCLAIR, CA 91763	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF PARCEL MERGER NO. _____-_____

RECORD OWNERS	EXISTING PARCELS ASSESSOR PARCEL NUMBERS
Fremont Mission, L.L.C.	1011-311-06, 1011-311-05
	1011-311-04
	1011-311-03
	1011-311-02

LEGAL DESCRIPTION OF MERGED PARCEL

SEE EXHIBIT B

State of _____

County of _____

On _____before me,_____
personally appeared_____
___ personally known to me – or _____proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

See attached for notary
Signature of Notary

DATED: 3/22/12

SIGNATURE OF RECORDED OWNER(S)

Brent Gr

CERTIFICATE OF PARCEL MERGER NO. _____-_____ WAS APPROVED BY THE MONTCLAIR CITY COUNCIL

ON: _____

BY: _____

TITLE: _____

DATE: _____

(Engineer's Stamp)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On March 22, 2012 (Date) before me, Lisa Anderson, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Bharat D. Gala. (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

LISA ANDERSON
COMM. #1825787
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires Jan. 2, 2013
BCT4 BCT4

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate of Panel Merger

Document Date: 3/22/12 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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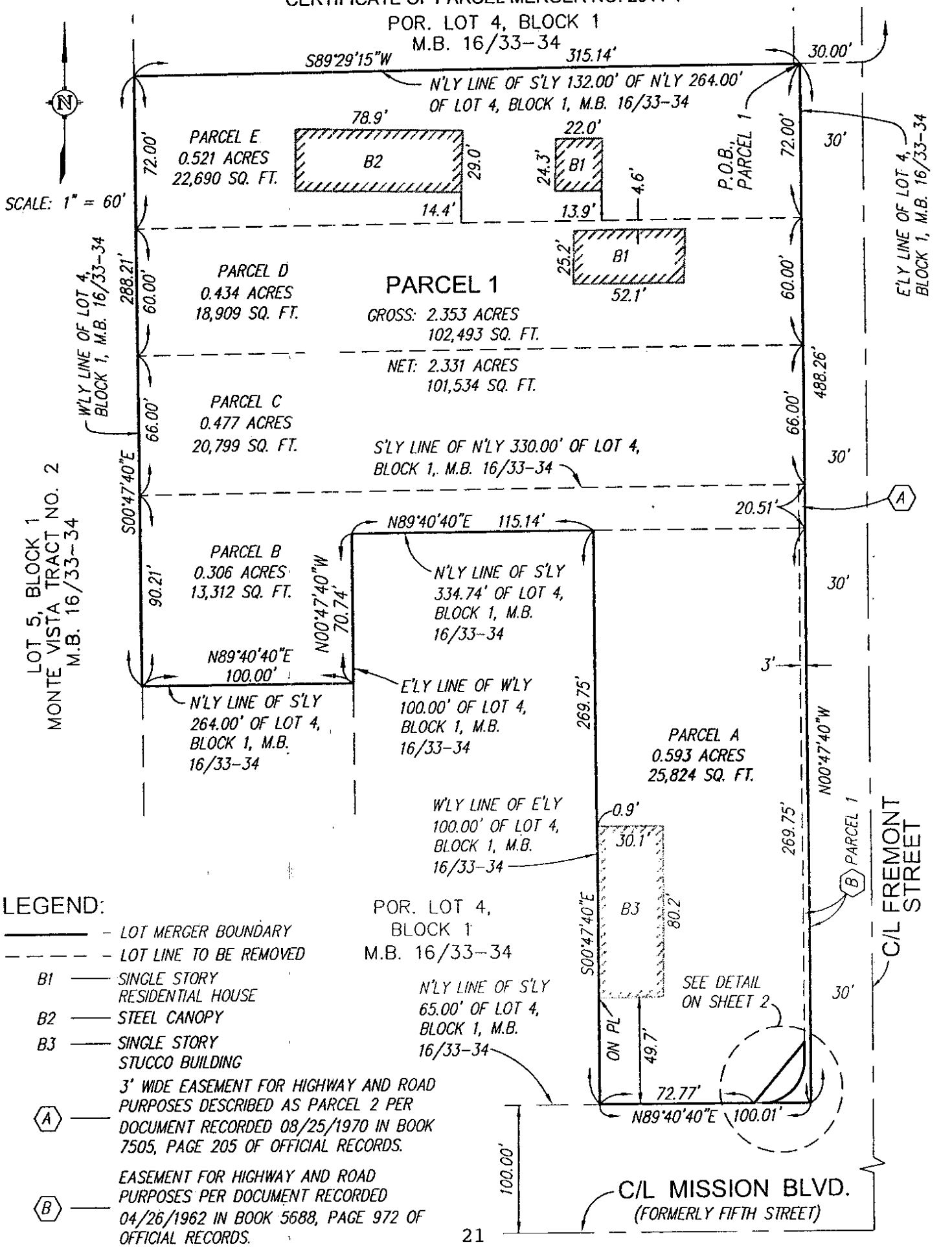
EXHIBIT "A"

CERTIFICATE OF PARCEL MERGER NO. 2011-1

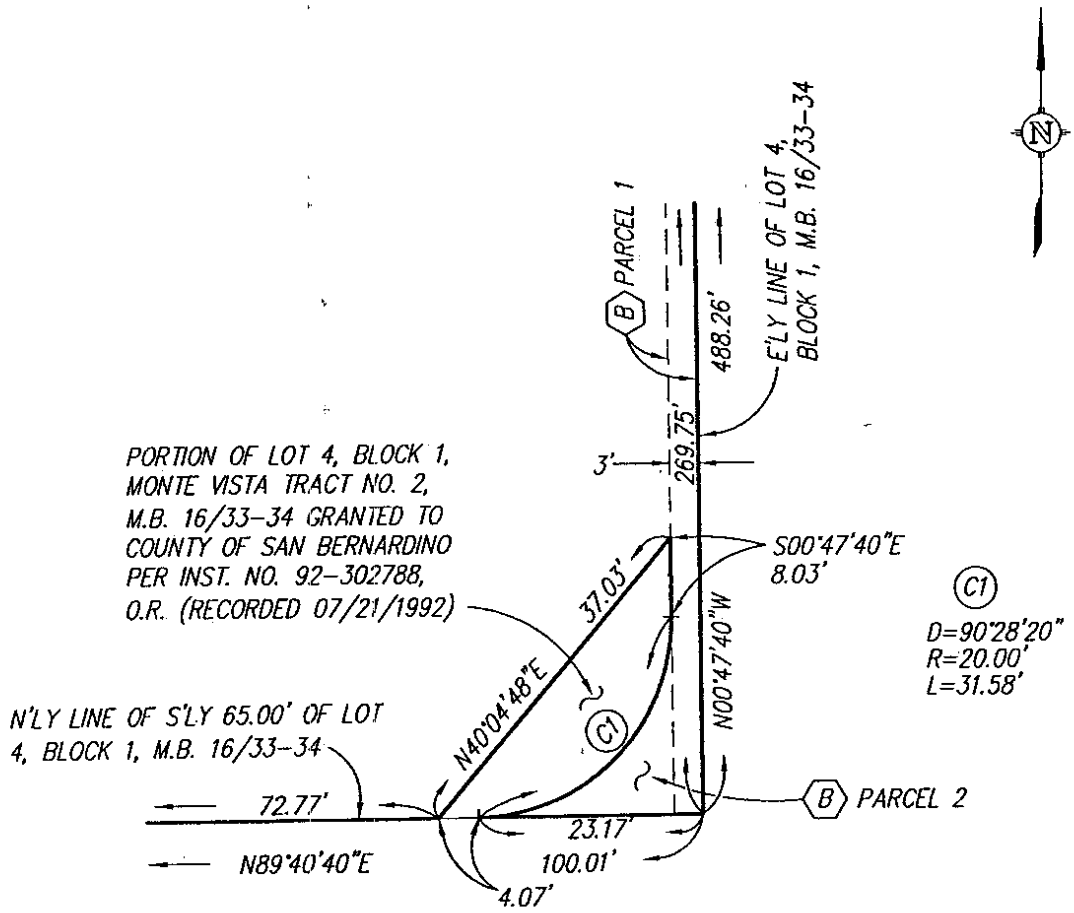


LEGEND:

- ——— – LOT MERGER BOUNDARY
- – – – – – LOT LINE TO BE REMOVED
- B1 —— SINGLE STORY RESIDENTIAL HOUSE
- B2 —— STEEL CANOPY
- B3 —— SINGLE STORY STUCCO BUILDING
- (A) —— 3' WIDE EASEMENT FOR HIGHWAY AND ROAD PURPOSES DESCRIBED AS PARCEL 2 PER DOCUMENT RECORDED 08/25/1970 IN BOOK 7505, PAGE 205 OF OFFICIAL RECORDS.
- (B) —— EASEMENT FOR HIGHWAY AND ROAD PURPOSES PER DOCUMENT RECORDED 04/26/1962 IN BOOK 5688, PAGE 972 OF OFFICIAL RECORDS.

EXHIBIT "A"

CERTIFICATE OF PARCEL MERGER NO. 2011-1



DETAIL

SCALE: 1" = 20'

THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION.

Christopher W. Daniels

CHRISTOPHER W. DANIELS, L.S. 6328 3/21/12

LICENSED LAND SURVEYOR
CHRISTOPHER W DANIELS
Exp. 12/31/12
No. 6328
STATE OF CALIFORNIA

P:\SURVEY\PROJECTS\110515 MONCLAIR\DWG\110515LM-EXHIBIT-A.DWG

PLUMP ENGINEERING, INC.
914 E. Katella Avenue
Anaheim, California 92805

March 21, 2012
JN 110515.CS
LD 9022

Exhibit "B"
Certificate of Parcel Merger No. 2011-1
Proposed Legal Description

Parcel 1:

That certain parcel of land situated in the City of Montclair, County of San Bernardino, State of California, being that portion of Lot 4 in Block 1 of Monte Vista Tract No. 2 as shown on a map thereof filed in Book 16, Pages 33 and 34 of Maps, in the Office of the County Recorder of said San Bernardino County, described as follows:

Beginning at the intersection of the easterly line of said Lot 4 with the northerly line of the southerly 132.00 feet of the northerly 264.00 feet of said Lot; thence along said northerly line South 89°29'15" West 315.14 feet to the westerly line of said Lot; thence along said westerly line South 00°47'40" East 288.21 feet to the northerly line of the southerly 264.00 feet of said Lot 4; thence along said last mentioned northerly line North 89°40'40" East 100.00 feet to the easterly line of the westerly 100.00 feet of said Lot; thence along said easterly line North 00°47'40" West 70.74 feet to the northerly line of the southerly 334.74 feet of said Lot; thence along said last mentioned northerly line North 89°40'40" East 115.14 feet to the westerly line of the easterly 100.00 feet of said Lot 4; thence along said last mentioned westerly line South 00°47'40" East 269.75 feet to the northerly line of the southerly 65.00 feet of said Lot 4; thence along said last mentioned northerly line North 89°40'40" East 100.01 feet to said easterly line of Lot 4; thence along said last mentioned easterly line North 00°47'40" West 488.26 feet to the **Point of Beginning.**

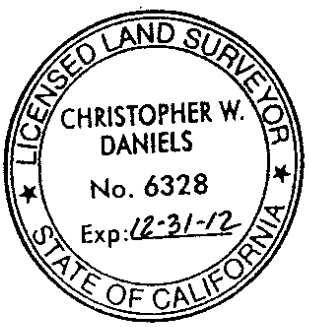
Excepting therefrom the land described in the "Grant Deed" to the County of San Bernardino recorded July 21, 1992 as Instrument No. 92-302788 of Official Records, in the Office of the County Recorder of said County.

Containing: 2.353 acres, more or less.

Subject to that certain easement for highway and road purposes described as Parcel 2 in the "Grant of Easement" to the County of San Bernardino recorded August 25, 1970 in Book 7505, Page 205 of Official Records.

Also Subject to that certain easement for highway and road purposes described in the "Grant of Easement" to the County of San Bernardino recorded April 26, 1962 in Book 5688, Page 972 of Official Records.

See **Exhibit "A"** attached and by this reference made a part hereof.



Christopher W. Daniels, P.L.S. 6328 3/21/12

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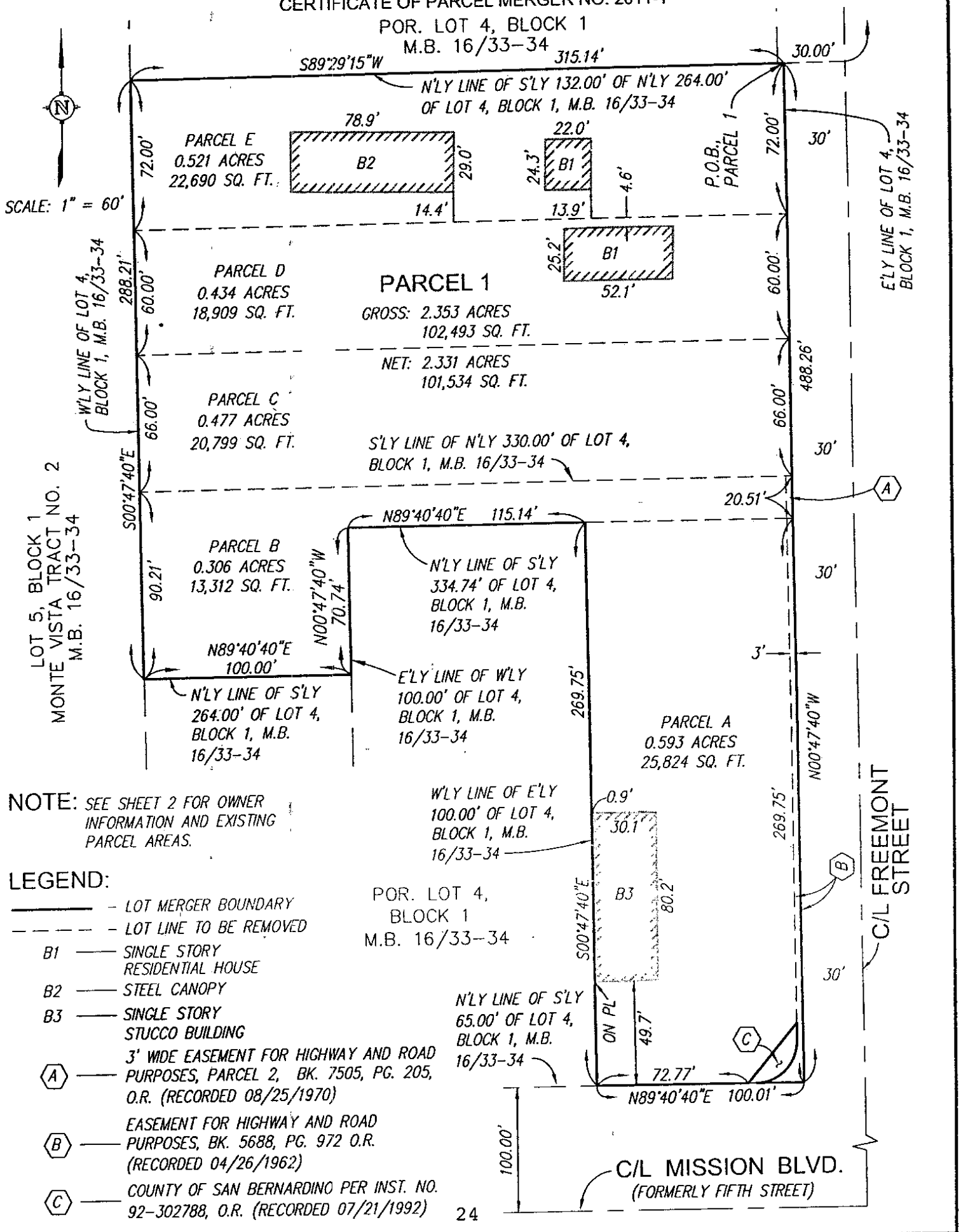
SITE PLAN

CERTIFICATE OF PARCEL MERGER NO. 2011-1



NOTE: SEE SHEET 2 FOR OWNER INFORMATION AND EXISTING PARCEL AREAS.

LEGEND:

- ——— LOT MERGER BOUNDARY
- – – – – LOT LINE TO BE REMOVED
- B1 — SINGLE STORY RESIDENTIAL HOUSE
- B2 — STEEL CANOPY
- B3 — SINGLE STORY STUCCO BUILDING
- (A) — 3' WIDE EASEMENT FOR HIGHWAY AND ROAD PURPOSES, PARCEL 2, BK. 7505, PG. 205, O.R. (RECORDED 08/25/1970)
- (B) — EASEMENT FOR HIGHWAY AND ROAD PURPOSES, BK. 5688, PG. 972 O.R. (RECORDED 04/26/1962)
- (C) — COUNTY OF SAN BERNARDINO PER INST. NO. 92-302788, O.R. (RECORDED 07/21/1992)

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SITE PLAN

CERTIFICATE OF PARCEL MERGER NO. 2011-1

PARCEL A

APN: 1011-311-06

ADDRESS: 5082 WEST MISSION BOULEVARD
ONTARIO, CA 91762

OWNERS: FREMONT MISSION, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

GROSS AREA: 0.613 ACRES
26,721 SQUARE FEET

NET AREA: 0.593 ACRES
25,824 SQUARE FEET

PARCEL B

APN: 1011-311-05

ADDRESS: 10860 FREMONT AVENUE
ONTARIO, CA 91762

OWNERS: FREMONT MISSION, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

GROSS AREA: 0.307 ACRES
13,374 SQUARE FEET

NET AREA: 0.306 ACRES
13,312 SQUARE FEET

PARCEL C

APN: 1011-311-04

ADDRESS: 10844 FREMONT AVENUE
ONTARIO, CA 91762

OWNERS: FREMONT MISSION, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

GROSS AREA: 0.477 ACRES
20,799 SQUARE FEET

PARCEL D

APN: 1011-311-03

ADDRESS: 10844 FREMONT AVENUE
ONTARIO, CA 91762

OWNERS: FREMONT MISSION, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

GROSS AREA: 0.434 ACRES
18,909 SQUARE FEET

PARCEL E

APN: 1011-311-02

ADDRESS: 10838 FREMONT AVENUE
ONTARIO, CA 91762

OWNER: FREMONT MISSION, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

GROSS AREA: 0.521 ACRES
22,690 SQUARE FEET

THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION.

Christopher W. Daniels

CHRISTOPHER W. DANIELS, L.S. 6328 3/21/12

LICENSED LAND SURVEYOR
CHRISTOPHER W DANIELS
Exp. 12/31/12
No. 6328
STATE OF CALIFORNIA

P:\SURVEY\PROJECTS\110515 MONCLAIR\DWG\110515LM-SITE-PLAN.DWG

AGENDA REPORT

SUBJECT:	CONSIDER DECLARING CERTAIN CITY PROPERTY AND UNCLAIMED PROPERTY IN POLICE CUSTODY AS SURPLUS AND AVAILABLE FOR AUCTION	DATE:	April 2, 2012
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	4
		FILE I.D.:	EQS051/052
		DEPT.:	POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider declaring certain City property and unclaimed property in Police custody as surplus so it may be made available for auction.

BACKGROUND: The items included on the attached lists are surplus City property or unclaimed property in Police custody. Upon being declared by the City Council as surplus, the items would be available for auction.

FISCAL IMPACT: There is no estimation as to the proceeds to be received through auction of these items.

RECOMMENDATION: Staff recommends the City Council declare certain City property and unclaimed property in Police custody as surplus and available for auction.

Prepared by: Jim McPherson Reviewed and Approved by:

Proofed by: Sharon Aggarwal Presented by:

CITY OF MONTCLAIR
PROPERTY AUCTION LOG

P.D. 1 OF 1

AUCTION #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CITY TAG
A		6	Federal "Argent" light bars		
B		1	Black Leather Hi-back office chair		
C		1	Telescopic booking photo pole		14737
D		1	Aluminum folding, telescopic ladder		

27

CITY OF MONTCLAIR
PROPERTY AUCTION LOG

DEPARTMENT Administative Services MONTH Dec 2011 PAGE 1 of ~~10~~ 8

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
	61-11		1	HP C2037A	JPGK244732		
	68-11		1	Ricoh C220N	Q9588600321		
	~~Z~~ 76-11		1	HP OfficeJet 5510 All-in-One			
14338	75-11		1	HP LaserJet II P			
	57-11		1	HP Desk Jet 6122	MY3842B1JQ		
15727	13-11		1	HP DeskJet 9300	CN441850B3		
28	67-11		1	HP Desk Jet 6980	MY7539R347		
	72-11		1	Lexmark 4350	03440137411		
	73-11		1	Lexmark 4350	02410087940		
	69-11		1	HP ScanJet 5500C	CN299T61VR		
	58-11		1	HP Office Jet 6310 All-in-One			
16138	100-11		1	Kyocera FS-C5015N	APQ7603026		
15680	101-11		1	Brother Intelli-Fax ~~4750~~ 4750 E	U60283M2J~~89~~87 9158		
	102-11		1	Canon 2000 Fax	27~~38~~63		
	103-11		1	Brother Intelli-Fax 2820	U6132545J481601		

CITY OF MONTCLAIR
PROPERTY AUCTION LOG

DEPARTMENT Administative Services MONTH Dec 2011 PAGE 2 of ~~[illegible]~~ 8

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
	104-11		1	HP Laser Jet 1000	CN BR104108		
15589	105-11		1	HP Photosmart 7550	CN26A3219Z		
15065	106-11		1	HP LJ 4000	US MB209677		
15563	107-11		1	HP LJ 1200	CN BJJ001450		
15892	108-11		1	HP DJ 5940	CN 5A 0120 3W		
14150	109-11		1	HP DJ 960 C	MY14P12064		
29 15478	110-11		1	Sylvania L17	SHCC1801422		
16160	111-11		1	Samsung 225 BW Sync Master	DP22HVYL800410N 410W		
	112-11		1	Misc Box 1 (keyboards)			
	113-11		1	Misc Box 2 (Intercoms)			
	114-11		1	CPU Tower Knowles	10001		
	115-11		1	CPU Tower (Gutted)			
15799	116-11		1	CPU Tower	10006		
16007	117-11		1	CPU Tower	MXFG1009FC		
15900	118-11		1	CPU Tower	MX FG300NFV		

CITY OF MONTCLAIR
PROPERTY AUCTION LOG

DEPARTMENT Administative Services MONTH Dec 2011 PAGE 3 of 8

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
15254	38-11		1	LG Flatron L1800P	205SKG00137		
16194	36-11		1	ViewSonic Monitor	A1Q042801160		
16039	35-11		1	Optiquest Q91b	QYJ074801110		
15734	39-11		1	Sceptre Monitor	921M1054SC006		
16047	30-11		1	Beng Monitor	99LS372GA313 01133TS3S6A		
16048	33-11		1	Beng Monitor	99LS372GA313 01146TS3S6A		
16201	28-11		1	Beng Monitor	99LS372GA313 01149TS3S6A		
15206	32-11		1	Viewsonic VG150	GQ01610790		
15368	12-11		1	Viewsonic VPD150	GK94610183		
16133	14-11		1	Viewsonic VX1935wm	Q8Y070301976		
15829	15-11		1	Princeton Monitor	OTCD2700405		
15707	34-11		1	US Logic Monitor	NA		
15198	29-11		1	Sylvania Monitor	SHCC1801427		
15199	37-11		1	Sylvanian Monitor	SHCC2100541		
15277	23-11		1	Viewsonic VE170m	A0H0135001136		

CITY OF MONTCLAIR
PROPERTY AUCTION LOG

DEPARTMENT Administative Services MONTH Dec 2011 PAGE 4 of 8

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
NA	59-11		1	Viewsonic A90ft	NA		
NA	60-11		1	Dell UltraScan P1110 Monitor	5739947		
NA	71-11		1	HP Color Monitor	MX323WJ391		
NA	65-11		1	System Unit	10019		
NA	66-11		1	System Unit	10011		
15957	44-11		1	System Unit	NA		
15186	43-11		1	System Unit	NA		
15757	42-11		1	System Unit	NA		
15758	53-11		1	System Unit	NA		
15941	41-11		1	System Unit	NA		
15756	40-11		1	System Unit	NA		
15811	46-11		1	System Unit	NA		
15814	1-11		1	System Unit	4B002		
15816	9-11		1	System Unit	4B0003		
[redacted]	45-11		1	System Unit	NA		

15683

CITY OF MONTCLAIR
PROPERTY AUCTION LOG

DEPARTMENT Administative Services MONTH Dec 2011 PAGE 5 of ~~38~~ 8

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
15826	6-11		1	System Unit	NA		
15628	5-11		1	System Unit	NA		
15813	49-11		1	System Unit	4B0009		
15818	10-11		1	System Unit	NA		
15651	3-11		1	System Unit	NA		
15815	8-11		1	System Unit	4B0001		
32 15822	7-11		1	System Unit	10008		
15671	11-11		1	System Unit	NA		
15720	17-11		1	System Unit	10005		
NA	62-11		1	System Unit	10024		
NA	64-11		1	System Unit	10015		
15825	25-11		1	System Unit	NA		
16002	26-11		1	System Unit	MXF6090696		
15942	22-11		1	System Unit	NA		
15192	21-11		1	System Unit	IM6B14023860		

CITY OF MONTCLAIR
PROPERTY AUCTION LOG

DEPARTMENT Administative Services MONTH Dec 2011 PAGE 6 of ~~8~~

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
15901	119-11			CPU Tower HP	MXM6340305P		
16142	120-11			CPU Tower HP	MXM634030V		
16166	121-11			CPU Tower ~~HP~~ HP	MXM6130561V		
15790	122-11			CPU Tower Antec			
	123-11			CPU Tower Cooler Master			
	124-11			CPU Tower HP	MXM6100617		
15907	125-11			View Sonic Monitor VX1935 ~~VS11444~~	QCX0706236 59		
16031	126-11			CPU Tower HP	MXM6100648		
	127-11			Misc Box #3 (2 Boxes, Video Equip)			
	128-11			Keyboard Tray			
	129-11			HP Rails			
	130-11			HP Rails			
	131-11			Misc Box #4 (Cables)			
	132-11			Misc Box #5 (Cables)			
	133-11			Misc Box #6 (Parts)			

CITY OF MONTCLAIR
PROPERTY AUCTION LOG

DEPARTMENT Administative Services MONTH Dec 2011 PAGE 7 of ~~8~~

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
16003	19-11		1	System Unit	MXF6040GAC		
15188	18-11		1	System Unit	IMGBN40Z183		
NA	63-11		1	System Unit	31977608		
15674	48-11		1	System Unit	NA		
15466	47-11		1	System Unit	NA		
NA	~~2~~ 74-11 ✓			Dell Tower	7J2YM11		
34 NA	50 ~~80~~ -11			Dell Mini Tower 4700	46LKG61		
16185	4-11			System Unit	CNX7040K3H		
15898	27-11		1	System Unit	MXL7110Z1F		
16183	52-11		1	System Unit	MXL7110YYC		
15770	20-11		1	System Unit	NA		
15557	31-11		1	HP Omnibook 6000	TW11000723		
15429	24-11		1	System Unit	NA		
16620	~~55-11~~		1	Panasonic KX FL 511	SKCWD27763		

CITY OF MONTCLAIR
PROPERTY AUCTION LOG

DEPARTMENT Administative Services MONTH Dec 2011 PAGE 8 of ~~13~~ 8

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
	134-11			MGE Rack Kit			
	135			MGE Rack Kit			
	136			HP Tape Rack Kit			
	137			Misc Box #7 (Devices)			
	138			Misc Box #8 (Data 911 Terminal)			
	139			Misc Box #9 (Speakers)			
35	140-11 2 of 2			Sound Equip fm Council			
	141			Tri-pod in Box			
	142			Misc Box #10 (Software)			
	143			Misc Box #11 (Keyboard + Mouse)			
	144			Mix Box #12 (Wires + other)			
	145			" " #13 (" ")			
	146			Camera, lenses + Bag			
	147-11			Misc Box #14 (Mother boards)			
	148-11						

CITY OF MONTCLAIR
PROPERTY AUCTION LOG

DEPARTMENT Administative Services MONTH _____ PAGE 9 of 9

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
15209	~~149~~ 148			Kodak DC 4800 Camera			
15575	149			Sony Clié			
	150			Samsung VHS/DVD	CRAY5107297J		
15321	151			HP Pro Curve 4000m	SG05360372		
16056	152			Princeton LCD Monitor	JCBF5100471		
	153			Misc Box of Ceiling Speakers			
36	154 3 of 3			HP 3000 Tower, Terminal + HD Rack	3235A 232 78 ~~3235A232728~~		
	155			Fellows Shredder			
	156			Misc Box Cables			
	157			" "			
	~~158~~ 156			" "			

DEPARTMENT Comm. Devel. MONT ,

TAG #	ID #	ESTIMATED VALUE	QUANTITY	DESCRIPTION OF ITEM TO BE AUCTIONED	SERIAL #	CR #	PRICE SOLD FOR
11068			#1	WOODEN END TABLE-GLASS TOP			
			0				
			0				
			0				
			0				
			0				
			0				
			0				
			0				
			0				
			0				
			0				
			0				
			0				
			0				
			0				

CITY OF MONTCLAIR
PROPERTY AUCTION LOG

DEPARTMENT **Redevelopment Agency** MONTH **May** YEAR **2010** PAGE 1

TAG #	QTY	DESCRIPTION OF ITEM TO BE AUCTIONED	AUCTION TAG #(s)	SERIAL #	CR #	PRICE SOLD (estimate)
14984	1	Oak Computer desk w/5 drawers (front face missing on keyboard pull out drawer)	RDA - 1			
N/A	1	Oak book shelf – 3 adjustable shelves	RDA - 2			
N/A	1	Small Oak printer table	RDA - 3			
12019	1	Green upholstery couch – seats 3	RDA - 4			
11076	1	Brown 5 drawer file cabinet	RDA - 5			

Jim McPherson

From: Robert Crouch
Sent: Thursday, March 01, 2012 9:26 AM
To: Jim McPherson
Cc: Robert Crouch
Subject: FW: Fire Department Auction Items (REVISED)

Hello Jim,

Would you please add another item to the list of auction items from the FD? It is a "Clie" personal entertainment organizer (electronic) with charger. Its Montclair serial number is 15571 and I have added it to the list below.

Thanks, Bob Crouch

From: Robert Crouch
Sent: Monday, December 05, 2011 6:29 AM
To: Jim McPherson
Subject: Fire Department Auction Items (REVISED)

(REVISED)

The following is a list of auction items which have accumulated in the woodshop / storage area next to the carport at the rear of Fire Station 1...

1. Office credenza Serial # 11107
2. Three hole paper puncher Serial # 1921
3. Gasoline powered three wheeled lawn edger Serial # 14597
4. (6) Motorola Minitor I pagers
5. (9) Motorola Minitor I pager chargers
6. (6) Motorola Minitor II pagers
7. (11) Motorola Minitor II pager chargers
8. Box of assorted radio parts
9. Wall mount for 18"-21" TV
10. Mitsubishi 19" TV
11. Panasonic VCR
12. Wooden book shelf (3'x3'x1.5')
13. (4) Remington P205/70 R14 tires
14. (6) Army-style cots
15. Water Vacuum with hose attachment
16. (2) Wooden "A" frame signs with slide-in letters
17. (2) Recliner chairs
18. (1) "Clie" Personal Entertainment Organizer with charger Serial # 15571

Thank you.

Robert E. Crouch, Acting Division Chief

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	**DATE:**	April 2, 2012
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	5
		FILE I.D.:	FIN540
		DEPT.:	ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated April 2, 2012, and Payroll Documentation dated February 26, 2012; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated April 2, 2012, totals $1,169,198.42. The Payroll Documentation dated February 26, 2012, totals $576,814.08, with $412,151.51 being the total cash disbursement.

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

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

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 12-17, A PARKLAND DEDICATION AND CONSTRUCTION AGREEMENT BETWEEN THE CITY OF MONTCLAIR AND PASEOS AT MONTCLAIR PROPERTY LLC	**DATE:**	April 2, 2012
		SECTION:	AGREEMENTS
		ITEM NO.:	1
		FILE I.D.:	LDU600
		DEPT.:	PUBLIC WORKS

REASON FOR CONSIDERATION: Staff requests that the City Council consider approval of a Parkland Dedication and Construction Agreement (Agreement No. 12-17) with Paseos at Montclair Property LLC concerning dedication and construction of the public park that is required through the entitlement process to be developed as a part of the Paseos Project.

A copy of proposed Agreement No. 12-17 is included in the agenda packet for the City Council's review and consideration.

BACKGROUND: As the City Council is aware, the Paseos Project is located within the boundaries of the North Montclair Downtown Specific Plan on the northeast corner of Moreno Street and Monte Vista Avenue. The Planning Commission and City Council have approved the project to include 385 multifamily units in an urban-styled community with onsite amenities, including walkable design features and a .71-acre neighborhood park on 15.1 gross acres of land.

The North Montclair Downtown Specific Plan was adopted by the City Council on May 16, 2006. The Specific Plan encourages development following urban-style design patterns focused around travel nodes within proximity to commercial shopping opportunities and public transit. The Specific Plan provides for public spaces including neighborhood squares, parks, plazas, and other minor public monuments. The development of a neighborhood park for public use was called out in the Specific Plan for the area being developed as the Paseos Project.

Through the City's Conditions of Approval, the developer of the Paseos Project, Paseos at Montclair Property LLC, has been charged with the dedication of land and construction of the neighborhood park. Because the park will become public property, Agreement No. 12-17 has been drafted by Best, Best & Kreiger on behalf of the City to memorialize the terms of dedication and park development. The most salient terms of the Parkland Dedication and Construction Agreement include the following provisions:

- The California Government Code and the Montclair Municipal Code require the dedication of land or payment of in lieu fees to offset the impact of residential development on the parks and recreation needs of the community (Quimby Act

Prepared by:	M. STAATS	Reviewed and Approved by:	M. STAATS
Proofed by:	Yvonne L Smith	Presented by:	[signature]

provisions). According the City's Quimby Act provisions, the Paseos Project is required to dedicate 431 square feet of parkland per unit and/or pay and in lieu fee of $2,800 per unit. Therefore, for dedication purposes, the Paseos Project would be required to provide approximately 3.81 acres of parkland. Notwithstanding the 3.81 acres required for dedication purposes, the Specific Plan provides a planning area of less than an acre for a neighborhood park. For this reason, the developer would dedicate .71 acres for the construction of the neighborhood park. The parkland would be dedicated on the final map for the project. The dedication of .71 acres fulfills the park dedication obligation for only 72 units. The parkland obligation for the 313 remaining units is $876,400, based upon the $2,800 per unit in lieu fee.

- The developer is willing to construct the improvements and amenities needed to develop the neighborhood park. As a result, the developer would be entitled to a credit against the payment of the remaining $876,400 of in lieu fees. Prior to the issuance of building permits, the developer would establish a security instrument between the developer's lender, the developer, and the City pledging the $876,400 to carry out design and construction of the park. As the City Council Members may recall, the City Council approved a "Set Aside Letter" as the security instrument to insure the source of funds for public improvements, including the park, on March 19, 2012. The City has the right to approve the releases from the Set Aside Letter pursuant to the terms of the approved Subdivision Agreement that contained conditions for the Set Aside Letter.

- The developer has presented a conceptual design for the park, which has been approved by the Planning Commission and City Council. The City would have the right to approve the final construction plans and design for the park and the final construction budget. All improvements in the park after construction would be presented to the City in a turnkey condition consistent with the Specific Plan and City approvals.

- The developer would be entitled to seek reimbursement through the Set Aside Letter in an amount equal to the costs incurred in the design, construction, and furnishing of facilities and equipment necessary for the City to accept and use the park. The following conditions would apply to reimbursable costs:

    1. No credit would be given for items that would not have been incurred by the City, had the City designed and constructed the park.

    2. No credit would be given for legal, insurance, security, or construction management costs or miscellaneous fees unrelated to direct design and construction costs.

    3. Park design costs would be capped at 5 percent of the total construction costs.

    4. No credit would be given for payment of any City permit fees or charges.

    5. The amount of reimbursement would be capped at $876,400. Any costs exceeding that amount would be borne exclusively by the developer. Any unused balance of the $879,400 upon completion of the park would be paid to the City.

- Developer would acknowledge that construction of the park is subject to requirement of California Labor Code Section 1720 *et seq.* and 1770 *et seq.* as well as the California Code of Regulations, Title 8, Section 1600 *et seq.*, which requires the payment of prevailing wages and performance of other requirements of public works projects.

- The developer would construct the park and the park improvements simultaneously with construction of the first building for which building permits are issued. In no event would certificates of occupancy be issued for the final building until the park had been completed.

- The developer and the City would agree that maintenance of the park would be covered via inclusion of the park in the Community Facilities District No. 2011-1 approved by the City Council on February 22, 2011.

- The developer would meet all appropriate insurance, indemnity, and hold harmless requirements.

FISCAL IMPACT: Approval of proposed Agreement No. 12-17 provides the City with a new public park as an asset. Acquisition and development of a new park in this location would exceed $1 million if the City were to pursue such an action. Maintenance of the park would become the responsibility of the City; however, the City Council has established Community Facilities District No. 2011-1 to defray maintenance of the park.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 12-17, a Parkland Dedication and Construction Agreement between the City of Montclair and Paseos at Montclair Property LLC.

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 12-18, AN OPERATIONS & MANAGEMENT REGULATORY AGREEMENT (PASEOS HOUSING PROJECT) BETWEEN THE CITY OF MONTCLAIR AND THE PASEOS AT MONTCLAIR PROPERTY LLC	**DATE:**	April 2, 2012
		SECTION:	AGREEMENTS
		ITEM NO.:	2
		FILE I.D.:	LDU600
		DEPT.:	COMMUNITY DEV./POLICE

REASON FOR CONSIDERATION: The entitlement process for the Paseos Project required the developer to record covenants on the property related to management and maintenance requirements. In addition, a covenant was to be recorded containing a prohibition against sale of the individual buildings on the site. Agreement No.12-18, the Operations & Management Regulatory Agreement ("the Regulatory Agreement") would become the required covenants upon recordation.

A copy of proposed Regulatory Agreement No. 12-18 is included in the agenda packet for the City Council's review and consideration.

BACKGROUND: The Paseos Project is located within the boundaries of the North Montclair Downtown Specific Plan on the northeast corner of Moreno Street and Monte Vista Avenue. The North Montclair Downtown Specific Plan was adopted by the City Council on May 16, 2006. The Specific Plan encourages development following urban-style design patterns focused around travel nodes within proximity to commercial shopping opportunities and public transit. The Planning Commission and City Council approved the 15.1-acre project to include 385 multifamily units in an urban-styled community with onsite amenities, including walkable design features and neighborhood park.

The project entitlements for the Paseos Project were subject to compliance with a number of Conditions of Approval adopted by the Planning Commission and City Council. Two Conditions of Approval included the following requirements:

1. The developer must record a covenant and agreement against the entire property for the perpetual maintenance of all buildings and improvements. The covenant and agreement shall contain provisions for professional management of the project and must have mechanisms for City enforcement of the covenants and agreement. The covenant and agreement shall be approved by the City Council and may not be canceled or amended without the consent of the City.

2. The developer must record a covenant and agreement against the entire property prohibiting the sale of any individual building in the Project for

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

purposes of rental or lease (noncondominium). The covenant and agreement shall be approved by the City Council and may not be canceled or amended without City approval.

The Regulatory Agreement provides terms for compliance with the above-stated Conditions of Approval. The more significant points of the Regulatory Agreement include the following conditions:

- The term of the Regulatory Agreement would commence upon recordation and continue in full force and effect in perpetuity or until replaced with another regulatory document.

- The developer/property owner would be required to manage the property through a property management company. The property management company retained by property owner would provide an onsite manager subject to the prior written approval of the Police Chief. In exercising approval rights, the Police Chief may require proof of ability and qualifications of the manager and management company. Upon 60 days written notice from the City and showing reasonable cause, the property owner could be required to remove and replace the property manager and the property management company. (At this time, the property owner has selected Alliance Residential Company as the onsite management company.)

- The property management company retained by the property owner would have an employee on staff who is a California Certified Property Manager available to assist with project-related management issues.

- Through the management company, the property owner would engage the services of a courtesy patrol to perform a minimum of four drive-through rounds within the community between the hours of 10 p.m. and 5 a.m. daily. The courtesy patrol would respond to resident calls appropriately either providing a solution or contacting local law enforcement.

- Should the calls for police service of a serious nature in the project exceed a level reasonably considered normal and customary for this size of project as determined by the Police Chief for a consecutive two-month period, the property owner would be required to increase the amount and frequency of the courtesy patrols until such time as the Police Chief determines the calls have decreased to a normal service level.

- The property owner would direct the onsite manager to enforce all rules and regulations and apply appropriate tenant-screening practices. Draft rules and regulations, a lease agreement, and rental criteria are included as exhibits to the Regulatory Agreement.

- The property owner would prepare a parking management plan showing all resident and guest parking areas. The plan shall require all residents to park in assigned garages or spaces and detail how compliance with onsite parking

regulations will be enforced. The parking management plan would be approved by the Community Development Director prior to its recordation.

- The property owner would agree to keep the property in a well-maintained condition, would operate the property in a businesslike manner, would not commit or permit any waste or deterioration of the property, and would not abandon any portion of the property.

- To secure timely performance of the property owner's obligations in the Agreement, the property owner would create a lien in favor of the city against all portions of the property not dedicated to the City. If the property owner neglects, refuses, or fails to fulfill to complete any obligation and the City determines the property owner to be in violation of the Regulatory Agreement, the City shall make a written demand upon the property owner. The property owner has 20 days to begin to remedy default of the Regulatory Agreement. If the work required by the City is not remedied by the property owner within the timeframe established by the City, the City may cure the default at the expense of the property owner through a lien.

- The property owner agrees not to sell, transfer, or dispose of any building in the project unless the sale consists of a sale of the entire property to a purchaser or as part of a larger condominium sales effort where individual units are sold to individual purchasers on a building by building or unit-by-unit basis.

- It is acknowledged that the Regulatory Agreement would be replaced with Conditions, Covenants, and Restrictions upon conversion of the project to condominium ownership.

- The property owner shall supply the City with appropriate indemnification in connection with construction or performance under the terms of the Regulatory Agreement.

- The Community Development Director would be responsible for annual review of the Regulatory Agreement to ascertain good faith compliance by the property owner.

FISCAL IMPACT: Approval of the proposed Regulatory Agreement should have no fiscal impact on the City. The purpose of the Regulatory Agreement is to attempt a proactive approach to dealing with any future safety or maintenance issues that could arise as a consequence of this project in the future.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 12-18, an Operations & Management Regulatory Agreement between the City of Montclair and Paseos at Montclair Property LLC.

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 12-20 WITH CLAREMONT GRADUATE UNIVERSITY, SCHOOL OF COMMUNITY AND GLOBAL HEALTH, TO IMPLEMENT A FIELD INTERNSHIP PROGRAM AT THE MONTCLAIR MEDICAL CLINIC	**DATE:**	April 2, 2012
		SECTION:	AGREEMENTS
		ITEM NO.:	3
		FILE I.D.:	HSV043
		DEPT.:	COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-20 with the Claremont Graduate University, School of Community and Global Health, for implementation of a Master's-level graduate field internship program in the Medical Clinic.

A copy of proposed Agreement No. 12-20 is attached for the City Council's review and consideration.

BACKGROUND: The Claremont Graduate University has presented an Agreement to provide support of their School of Community and Global Health Intern(s) by offering their students the opportunity for graduate-level experience while working at the Medical Clinic. The student intern(s) would assist the Medical Clinic in the areas of program planning, curriculum development, providing training and presentations to the community, developing and implementing community needs assessment, and data collection and analysis related to community health programs and issues.

The City of Montclair would provide the field site for the Community and Global Health intern(s) at the Medical Clinic under the supervision of the Medical Clinic Coordinator.

The term of proposed Agreement No. 12-20 is one year (May 7, 2012, through May 6, 2013).

FISCAL IMPACT: There would be no fiscal impact should the City Council approve proposed Agreement No. 12-20.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-20 with the Claremont Graduate University, School of Community and Global Health, to implement a field internship program at the Montclair Medical Clinic.

Prepared by:	M. Richter	Reviewed and Approved by:	
Proofed by:	Christine Smedley	Presented by:	

INTERNSHIP AFFILIATION AGREEMENT

This INTERNSHIP AFFILIATION AGREEMENT ("Agreement") is entered into on the 7th day of May, 2012, by and between Claremont Graduate University, through its School of Community and Global Health (the "University"), and the City of Montclair (the "Facility").

Recitals

A. An integral part of the University's Master of Public Health ("MPH") program is supervised field training experience with an approved facility for which students receive academic credit.

B. The University desires the cooperation of Facility in implementing supervised field internship programs in public health at Facility's location and training University students in the practical applications of public health ("Internship Program").

C. Facility will benefit from the contributions of the University's students participating in the Internship Program.

D. Facility wishes to assist the University in implementing an Internship Program;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the Facility enter into this Agreement on the terms and conditions set forth below.

The University's Rights and Responsibilities

1. To assign students to Facility who meet the University's requirements and qualifications to participate in the Internship Program.

2. To appoint a University faculty or staff member as "Internship Director" to administer the University's responsibilities related to the Internship Program and to oversee the students' field experience at Facility.

3. To establish and maintain ongoing communication with the Field Supervisor, as defined below, regarding the Internship Program.

4. To notify the Field Supervisor, at a time mutually agreed upon, of the University's planned schedule of students' assignments, including the names of the students, level of academic preparation, and length and dates of the internship experiences.

5. To inform students that they are to obtain and maintain adequate health insurance coverage during the time that students participate in the Internship Program and to provide evidence of such coverage to Facility, at Facility's reasonable request.

6. To ensure that all students participating in the Internship Program at Facility will be covered by professional liability insurance through the University's insurance coverage in the amounts set forth below.

7. To direct the assigned students to comply with the existing pertinent rules and regulations of Facility and all reasonable directions given by qualified Facility personnel.

8. To assume responsibility for providing grades to the students in connection with the Internship Program.

9. To inform Facility in the event that a student withdraws from the Internship Program or otherwise is unable to complete the Internship Program.

Facility's Rights and Responsibilities

1. To provide one (1) qualified Facility supervisor ("Field Supervisor") for each student enrolled in the Internship Program, such Field Supervisor to be experienced in administering and evaluating public health programs or policies. To supervise an MPH student, the Field Supervisor will have an M.D., D.D.S., M.P.H., Ph.D. in Public Health or Dr.P.H. Upon notice to University, individuals who work in public health and have a related graduate degree (R.N., N.P., M.S.W., M.H.A., etc.) and/or the equivalent in terms of public health experience may be used as a Field Supervisor. Acceptance of such individuals will be at the University's sole option. Selection of Field Supervisors will be mutually agreed upon by the University and the Facility prior to the commencement of the internship. Field Supervisors will be responsible for the supervision of students at all times while students are at the Facility. The Field Supervisor's responsibilities include the following:

   - Meet with the student prior to the commencement of the field training experience;
   - Orient the student to the Facility;
   - With the student, develop a scope of work which illustrates clearly tasks to be completed by the student;
   - Assist the student in gaining access to information and data required for the project to be completed by student;
   - Monitor student's attendance and meet with student in person, at a minimum, one hour per week;
   - Provide guidance and advice to the student in the program area in which they will be located;
   - Keep in contact (in person or by phone, etc.) for the entire field work period, during the hours the students are in placement;
   - Appoint another staff person to supervise the student when the Field Supervisor is not available;
   - Complete all necessary forms in a timely manner;
   - Submit a final evaluation report of the student's performance;
   - Review policies and procedures with the Internship Director either in person, during a site visit, or by phone; and
   - Any other responsibilities mutually agreed upon by the parties.

2. To complete an application for field placement students and to comply with the Field Internship Scope of Work.

3. To provide field experiences in accordance with the requirements of the University's curriculum. On-site visits will be arranged when feasible and/or upon request by the University. Facility shall advise the University of any changes in its personnel, operation or policies which may materially affect the students' field experiences or the Internship Program at Facility.

4. To ensure that students are given duties commensurate with their skills and experience.

5. To provide the physical facilities, resources and equipment necessary to operate the Internship

Program at Facility, including use of library facilities, reasonable work and storage space.

6. To determine the number of students which it can accommodate during a given period of time and notify the University promptly prior to the commencement of the Internship Program.

7. To provide the assigned students with a copy of the Facility's existing pertinent rules and regulations with which the students are expected to comply.

8. To make available, whenever reasonably necessary, emergency health care for the assigned students, the cost of which shall be borne by the students.

9. To request the University to withdraw a student from the Internship Program at Facility when student's performance is unsatisfactory to Facility or student's behavior is disruptive to Facility or its clients. Facility shall state its reasons for requesting a student withdrawal in writing to the Internship Director. It is understood that except as set forth in paragraph 10 below, only the University can withdraw a student from the Internship Program at Facility.

10. To immediately remove from the Facility any student who poses an immediate threat or danger to personnel or the property of Facility.

11. To comply with all federal, state, and local laws and ordinances concerning the confidentiality of student records.

12. To comply with all federal, state, and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.

13. To maintain general liability and/or workers' compensation insurance coverage acceptable to the University (with minimum coverage amounts as set forth below) to cover the Facility, its buildings, equipment and materials, its employees and agents, and any claims relating to actions or omissions taken by Facility's personnel.

General Provisions

1. Non-discrimination. The parties shall make no distinction or discriminate in any way among students covered by this Agreement on the basis of race, color, sex (including pregnancy), religious creed, age, physical or mental disability, ancestry, sexual orientation, gender identity, marital status, national origin, or any other characteristic that is protected by law.

2. Coordination of Internship Program. The parties shall use reasonable efforts to establish the educational objectives for the Internship Program, devise methods for its implementation and continually evaluate to determine the effectiveness of the field experience.

3. Students Not University Employees. The parties hereto agree that the University's students are fulfilling specific requirements for field experiences as part of a degree requirement and, therefore, the University's students are not to be considered employees or agents of either the University or the Facility for any purpose, including Workers' Compensation or employee benefit programs.

4. Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance or self-insurance covering its activities and operations hereunder. Such program of insurance or self-insurance shall include, but not be limited to, comprehensive general liability,

professional liability and workers' compensation. The general liability insurance shall have a minimum coverage of $300,000 per occurrence and cost $500,000 aggregate. The professional liability insurance shall carry a single limit coverage of not less than $1,000,000 per occurrence and $3,000,000 aggregate. Upon written request, either party shall provide the other with a certificate evidencing such coverage.

5. Term. This Agreement shall be effective for a period of one year when executed by both parties. This Agreement will be automatically renewed annually unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term, or unless terminated in accordance with paragraph 6 below.

6. Termination. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that all students currently enrolled in the Internship Program at Facility at the time of notice of termination shall be given the opportunity to complete the Internship Program at Facility.

7. Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in Los Angeles County, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims or disputes. The costs and expenses of the arbitration shall initially be shared equally by both parties, but ultimately will be determined by the arbitrator. The prevailing party in any arbitration will be entitled to recovery of all costs and attorneys' fees expended in the arbitration.

   (a) Judicial Action. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph 7 may be heard or tried only in the courts of the State of California for the County of Los Angeles or the Federal District Court for the Central District of California. Each of the parties hereto hereby waives any defense of lack of in personam jurisdiction of said courts and agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party in any such judicial action shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys' fees.

8. No Agency. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relationship between the parties, and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons not signatory to this Agreement.

9. Assignment. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights or responsibilities under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the University and Facility.

10. Governing Law. This Agreement shall be construed in accordance with and all disputes regarding this Agreement shall be governed by the laws of the State of California.

11. Severability. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

12. Notice. All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by Federal Express to the address as given below, or such addresses as may be designated from time to time during this term of this Agreement.

Claremont Graduate University
School of Community and Global Health
180 East Via Verde St., Suite 100
San Dimas, CA 911773-3901
909.607.6729

City of Montclair
Human Services Division
5111 Benito Street
Montclair, CA 91763
909.625.9453

13. Authority to Sign. The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.

14. No Third Party Beneficiaries. This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.

15. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of that party's subsequent right to enforce any provisions contained herein.

16. Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter of this Agreement, and no change in, modification of, or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

17. Limitation of Liability. To the maximum extent permitted by law and excluding a breach of any term of this Agreement, in no event will either party be responsible to the other for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

"UNIVERSITY"

CLAREMONT GRADUATE UNIVERSITY, ON BEHALF OF THE SCHOOL OF COMMUNITY AND GLOBAL HEALTH

Dennis Trinidad, PhD, MPH
Associate Dean for Administration

Date: _____

"FACILITY"

CITY OF MONTCLAIR

Paul M. Eaton
Mayor

Date: _____

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Date: _____

Please return this agreement to:
Darleen Schuster, PhD, MPH, CHES
Assistant Professor & Director
Master of Public Health Program
Claremont Graduate University
School of Community and Global Health
180 East Via Verde Street, Suite 100
San Dimas, CA 91773
darleen.schuster@cgu.edu

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-21 WITH THE COUNTY OF SAN BERNARDINO FOR ACCESS TO THE SHERIFF'S AUTOMATED SYSTEMS

DATE: April 2, 2012
SECTION: AGREEMENTS
ITEM NO.: 4
FILE I.D.: PDT200
DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-21 with the County of San Bernardino to access the Sheriff's Automated Systems for continued exchange of criminal justice information through various local, state, and national databases.

BACKGROUND: The County of San Bernardino, through the Sheriff's Department, has served as the administrator for the California Law Enforcement Telecommunications System (CLETS) for many years. As such, the Sheriff's Department has facilitated the exchange of criminal offender record information and other criminal justice information between the Montclair Police Department and criminal justice agencies statewide, as well as nationwide and Canada, via the National Law Enforcement Telecommunications System (NLETS). In addition to NLETS, CLETS has a direct interface with the Federal Bureau of Investigation, National Crime Information Center, Department of Motor Vehicles, and a host of County databases.

Access to the Sheriff's Automated Systems is provided via connection to the County's wide-area network, which is covered under a separate agreement.

FISCAL IMPACT: Annual maintenance and support costs for Fiscal Year 2011-12 would be $1,741. Additionally, the City would be billed transaction fees for Sheriff's Department Jail Management System (JIMS), Sheriff's Central Name Index (CNI), and Property Evidence Tracking System (PETS). Transaction fees would be billed at a rate of $.06 per transaction on a quarterly basis. The term of proposed Agreement No. 12-21 would be July 1, 2011, through June 30, 2014; however, the above mentioned rates apply to Fiscal Year 2011-12 only and would be adjusted each fiscal year.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-21 with the County of San Bernardino for access to the Sheriff's Automated Systems.

Prepared by: _____ Reviewed and Approved by: _____

Proofed by: _____ Presented by: _____

FOR COUNTY USE ONLY AGREEMENT NO. 12-21

County of San Bernardino

F A S

STANDARD CONTRACT

☒ New ☐ Change ☐ Cancel	Vendor Code	SC	Dept.	A	Contract Number

County Department	Dept.	Orgn.	Contractor's License No.
SHERIFF	SHR	SHR	

County Department Contract Representative	Telephone	Total Contract Amount
GREG GARLAND	(909)387-0640	$1,741

Contract Type

☒ Revenue ☐ Encumbered ☐ Unencumbered ☐ Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
	07/01/11	06/30/14	$1,741	$

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
AAA	AAA	SHR	200	9530	COMMSVC	$1,741
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: Sheriff's Automated Systems 2011-14

Contract Type I

Estimated Payment Total by Fiscal Year

FY	Amount	I/D	FY	Amount	I/D
12	$1,741				
13					
14					

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, acting by and through the Sheriff's Department ("SHERIFF") and Information Services Department ("ISD"), collectively hereinafter referred to as the COUNTY, and

Name: City of Montclair hereinafter called CONTRACTOR

Address: Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763-1211

Telephone: (909) 448-3600

Federal ID No. or Social Security No.:

IT IS HEREBY AGREED AS FOLLOWS:

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

WITNESSETH

I. PURPOSE OF CONTRACT

A. This contract provides for the SHERIFF, acting as the administrator of the California Law Enforcement Telecommunications System (CLETS), to serve as the agent responsible for the exchange of criminal offender record information and other criminal justice information between CONTRACTOR and the SHERIFF and statewide criminal justice agencies. In addition, it provides for the SHERIFF to facilitate the interchange of computerized criminal history data between the following agencies and databases:

1. Federal Bureau of Investigation (FBI)

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2. National Crime Information Center (NCIC)
3. National Law Enforcement Telecommunications System (NLETS)
4. Department of Motor Vehicles (DMV)
5. California Law Enforcement Telecommunications System (CLETS), received via the State CLETS network (transaction fees apply and billed by SHERIFF)
6. Super Name Search network (transaction fees apply and billed by SHERIFF)
7. Crime Web/Mugshot System
8. Identix-Cal ID
9. Property Evidence Tracking System (transaction fees apply and billed by SHERIFF)
10. Sheriff's Department Jail Management System (JIMS) (transaction fees apply and billed by ISD)
11. Sheriff's Central Name Index (CNI) (transaction fees apply and billed by ISD)
12. Sheriff's Automated Warrants (SAW) **(transaction fees apply and billed by ISD)**

B. It is the intent of the parties to promote more effective regional law enforcement through the cooperative use and maintenance of the COUNTY and SHERIFF computerized data files.

C. Access to the aforementioned databases requires connection to the COUNTY's Wide Area Network (WAN). CONTRACTOR will be required to enter into a separate agreement with ISD for connection to the COUNTY's WAN and for payment of costs associated with WAN connectivity.

II. CONSIDERATION

A. FEES.

1. CLETS Teleprocessing Support/Maintenance Costs will be billed by SHERIFF.
2. CLETS Terminal Browser Access will be billed by SHERIFF.
3. Transaction Fees for Systems #5, #6, and #9 indicated in Section I. A. above will be billed by SHERIFF; and Systems #10-12 will be billed by ISD.
4. Connection to the County WAN will be billed by ISD and a one-time fee applies.
5. County WAN Access is provided for under a separate agreement with ISD and will be billed by ISD.

B. CONTRACTOR shall pay SHERIFF the sum of money per Schedule A attached hereto and incorporated herein by reference. SHERIFF shall invoice CONTRACTOR for the cost of services quarterly in arrears. Payment shall be due within fifteen (15) days from the date of each invoice. Basic installation of service will be provided by the SHERIFF. Installation fees, cost of additional services, equipment, related supplies and changes or modifications will be paid for by the CONTRACTOR. The total cost to provide, repair or replace machines, printers, and other equipment shall be the responsibility of the CONTRACTOR. Time costs, maintenance and diagnostic costs will be paid by the CONTRACTOR. Costs will be adjusted in the event of any rate changes. SHERIFF shall have the right to adjust the contract rates annually by an amendment to this contract and at any time to reflect increased labor costs from Memorandum of Understanding changes, which increase labor costs.

III. TERM AND TERMINATION

The term of this contract shall be for a period of three years commencing on July 1, 2011. Notwithstanding the foregoing, this contract may be terminated at any time with or without cause by CONTRACTOR or by SHERIFF upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination.

IV. NOTICES

Any and all notices required to be given hereunder shall be given in writing by registered or certified mail, postage prepaid. The addresses of the parties hereto until further notice are as follows:

CONTRACTOR: City of Montclair
Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763

SHERIFF: San Bernardino County Sheriff's Department
Administrative Services Division/Contracts Unit
P.O. Box 569
San Bernardino, CA 92402-0569

V. RESPONSIBILITIES OF SHERIFF

A. ACCESS. SHERIFF's assigned Terminal Coordinator will review all applications for connection to the Telecommunications System, as well as requests to modify, move or increase the number of terminals in an existing agency.

B. SERVICES PROVIDED. SHERIFF agrees to furnish the CONTRACTOR access to such criminal offender record information and other criminal justice information as is made available to the State through the CLETS network and provide access to Sheriff's Automated Systems.

C. EQUIPMENT. The SHERIFF shall provide, maintain, operate, and manage equipment for an electronic data communications system in the San Bernardino County Sheriff's Data Center in order to provide the services specified in this contract. One or both of the following is required for CONTRACTOR to connect with the Sheriff's Message Switch computer:

1. A CAD to CAD interface or Terminal Browser Access
2. Connection to the County WAN

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(NOTE: This contract does not include costs for equipment/services related to a private telecommunications connection. The WAN connection process and associated costs does not include a telecommunications connection at the local site and/or any additional equipment. CONTRACTOR shall be responsible for establishing its own telecommunications connection at the local site to the WAN connection.)

D. SUPPORT. SHERIFF shall render assistance to the CONTRACTOR in order to provide for timely, efficient, and accurate implementation of CAD/CLETS/RMS network operations.

E. The SHERIFF shall maintain records for auditing purposes on all CLETS entries in accordance with the Department of Justice mandates. **All CAD-to-CAD Contractors' will also be responsible for maintaining their CLETS data and providing an audit trail on all CONTRACTOR terminals and/or employees accessing CLETS information via the CAD-to-CAD connection.**

F. The SHERIFF reserves the right to suspend access to any information provided for in this contract, in accordance with the State CLETS Policies, Practices and Procedures Manual, when any rule, policy, or procedure adopted by SHERIFF, or approved by the NCIC or law of this county, state, or federal government applicable to the security and privacy of information is violated or appears to be violated by the CONTRACTOR.

VI. RESPONSIBILITIES OF CONTRACTOR

A. The CONTRACTOR agrees to limit access to information furnished by SHERIFF to its own employees and other criminal justice/law enforcement agencies. The CONTRACTOR further agrees to comply with Federal and State laws, rules, procedures, and policies formally adopted in the California Law Enforcement Telecommunications System Subscriber Agreement, and in regard to criminal history, information furnished through the FBI/NCIC/CCH (California Criminal History) and the NLETS Program, to rules, procedures and policies approved by the NCIC advisory policy board adopted for NCIC.

B. The CONTRACTOR agrees to appoint an Automated Terminal Coordinator (ATC) to disseminate CLETS information and updates, to maintain training requirements and paperwork compliancy for all CONTRACTOR personnel. The assigned ATC shall understand the CLETS policies, Practices and Procedures Manual and comply with all of the Department of Justice guidelines. The ATC shall understand and comply with the Agency ATC Responsibilities guidelines, Exhibit B, attached hereto and incorporated herein by reference. This appointed staff member shall be the point of contact to the SHERIFF

C. In accordance with the State CLETS Policies, Practices, and Procedures Manual, and as designated by the State of California and the SHERIFF the CONTRACTOR shall be responsible for all security and privacy considerations relating to the use of the CONTRACTOR's terminal or terminals.

D. The data provided to SHERIFF by the CONTRACTOR will be relevant to the criminal justice process. The completeness, accuracy, objectivity, and verifiability of information entered into the information system is paramount and the CONTRACTOR will cooperate with the regular

auditing of the system in accordance with the California Department of Justice CLETS Policies, Practices, and Procedures Manual, to assure reliability of stored data. In addition, the procedures for maintaining and/or purging these records will be adhered to in order to enhance the reliability of all data.

E. The CONTRACTOR is responsible to provide an audit trail of all CLETS entries made from all CONTRACTOR terminals accessing CLETS information through an established CAD-to-CAD connection.

F. The CONTRACTOR agrees to cause employees; having access via the San Bernardino County IBM computer system to the Sheriff's Central Name Index (CNI), Jail Information Management System (JIMS) or any other Sheriff's Automated Systems, to complete security training before such access will be allowed. CONTRACTOR agrees to adhere to all State, COUNTY and Federal laws applicable to the confidentiality and the release of information.

G. Each of the CONTRACTOR's employees requiring access to CNI must complete and sign a Central Name Index Authorization Statement, Exhibit A, attached hereto and incorporated herein by reference.

VII. CNI ACCESS LIMITATIONS

Access to the COUNTY's Sheriff Central Name Index (CNI) database is also limited, as follows:

A. In the interest of maintaining a regional criminal justice database, CONTRACTOR is granted inquiry capability to the COUNTY's Sheriff CNI database for law enforcement related data. The data accessed in CNI by the CONTRACTOR will be relevant to the criminal justice process. The CONTRACTOR will cooperate with regular auditing of the system to assure security of stored data.

B. CONTRACTOR agrees to require all employees who access CNI to complete and sign a Central Name Index Authorization Statement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

C. The Sheriff-Coroner or his representative will act as "Controller" facilitating the entry and retrieval of computerized CNI information.

VIII. INDEMNIFICATION

A. The CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from CONTRACTOR'S negligent acts, errors, or omissions and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.

B. The COUNTY agrees to indemnify, defend, and hold harmless the CONTRACTOR and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from COUNTY'S negligent acts, errors, or omissions

and for any costs or expenses incurred by the CONTRACTOR on account of any claim therefore, except where such indemnification is prohibited by law.

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

IX. AUTHORITY

The San Bernardino County Sheriff-Coroner or his authorized designee shall have the authority to exercise the rights under this contract including the right to give notice of termination of the contract at his sole discretion.

X. FULL UNDERSTANDING

This contract represents the full and complete understanding of the parties with respect to the subject matter hereto, and this contract supersedes all prior oral and written agreements or understanding between the parties with respect to the subject matter hereto. This contract shall be governed by the laws of the State of California. Venue for any lawsuit pertaining to this contract shall be Superior Court of California, County of San Bernardino, San Bernardino Division. Any amendment to this contract shall be in writing signed by both parties.

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COUNTY OF SAN BERNARDINO

► _____
Josie Gonzales, Chair, 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 April 3, 2012

Montclair Police Department
Address 4870 Arrow Highway

Montclair, CA 91763-1211

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____	► _____	► _____
County Counsel, by Steven Singley, Deputy		Department Head
Date 3/16/12	Date _____	Date _____

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SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

SCHEDULE 'A'

CITY OF MONTCLAIR, MONTCLAIR POLICE DEPARTMENT

FY 2011-12 *

COST SCHEDULE

CHARGES FOR SHERIFF'S AUTOMATED SYSTEMS

CLETS ANNUAL MAINTENANCE & SUPPORT COSTS:	**Annual Cost**
Service	
CLETS Teleprocessing Support/Maintenance Costs ($50 per Month)	$600
CLETS Terminal Browser Access ($10.50 per Month per Terminal) (MT01 - MT02)	$252
CLETS Transactions Cost (2010 data)	$889
CLETS ANNUAL MAINTENANCE & SUPPORT COSTS:	$1,741
QUARTERLY PAYMENT IN ARREARS FOR CLETS:	**$435.25**

ADDITIONALLY:
The Contractor shall be billed Transaction Fees on a monthly basis by County ISD in arrears resulting from use of the following systems:

Sheriff's Department Jail Management System (JIMS)
Sheriff's Central Name Index (CNI)
Sheriff's Automated Warrants (SAW)

Property Evidence Tracking System (PETS): The Contractor shall be billed for the system transaction fees at the rate of 6 cents per transaction, billing by SHERIFF on a quarterly basis for actual usage in arrears and included with their quarterly bills for CLETS.

* The rates on this page are for the fiscal year 2011-12 only and will be adjusted each fiscal year.

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT
CENTRAL NAME INDEX
AUTHORIZATION STATEMENT

The following information is required to identify personnel for the computerized Central Name Index.

NAME:_____
(Last) **(First)** **(Middle)**

DOB:_____
(Month) **(Day)** **(Year)**

AGENCY/STATION: _____

CALIFORNIA DRIVER'S LICENSE: _____

SOCIAL SECURITY NUMBER: _____

EMPLOYEE NUMBER: _____

PD# (if applicable): _____

SUPERVISOR SIGNATURE: _____

THIS PERSON REQUIRES:
- ☐ **INQUIRY ONLY**
- ☐ **INQUIRY & UPDATE**

JUSTIFICATION: _____

STATEMENT:

1. I have completed the above questionnaire, and the information submitted is accurate to the best of my knowledge
2. I understand that the Sheriff's Automated Systems are for Law Enforcement use only and are protected by State Law. Accidental or deliberate disclosure of County information, modification, or misuse may result on disciplinary action up to, and including loss of employment and prosecution under applicable laws.
3. Violation of one or more of the following procedural rules may result in disciplinary action.
   a. The unauthorized use of another individual's name and/or identification information for the purpose of inquiry or entry into one or more of the Sheriff's Automated Systems.
   b. The unauthorized deletion or altering of any existing data in one or more of the Sheriff's Automated Systems.
   c. The unauthorized input (or causing of input) of false information to one or more of the Sheriff's Automated Systems.

SIGNATURE: _____ **DATE**_____

Automated Terminal Coordinator (ATC) Responsibilities

San Bernardino County Sheriff's Department
Technical Services Division
CLETS Administration Section
655 East Third Street
San Bernardino, CA 92415-0061

Telephone: (909)387-4357
Fax: (909)387-3666

An Automated Terminal Coordinator (ATC) the key person chosen by his/her respective agency to serve as the coordinator with the San Bernardino County Sheriff's Department (usually the same person who serves as the CLETS Coordinator to the DOJ) on matters pertaining to CLETS contracts with the Sheriff's Department, CAD/RMS connections to the message switch, maintenance of the users database, as well as all other matters pertaining to the use of; CLETS, NCIC, NLETS, and the DOJ criminal justice data bases.

The ATC should be familiar with all aspects of the aforementioned items. The liaison's primary responsibilities include:

Administration/Record Keeping

- Coordinate and/or respond to CLETS related correspondence.
- Notify the Sheriff's Department of any changes in address, phone number, agency representatives, contracts, CAD/RMS connections, and other information pertaining to your agency.
- On a quarterly basis, ensure the accuracy of CLETS user security files within your agency, deleting/disabling users who are no longer employed. Report this information to the Sheriff's Department coordinator if you have a direct connection using their terminals.
- Ensure Management Control, Interagency Agreements, or Release of CLETS Information Agreements are on file and kept current with the signature of new agency heads, if applicable.
- Maintain a copy of all contractual agreements.

Policy

- Ensure compliance with CLETS, CJIS, NCIC, and NLETS policies and regulations.
- Ensure CLETS terminals, equipment, and messages are secure from unauthorized access.

System

- Maintain and have available a current system diagram.
- Maintain and have available a list of all Sheriff's Department CLETS terminal locations within the agency, identifying the location, ORI, and mnemonic assigned to the terminal.
- Coordinate any terminal access level changes, requests for additional CLETS mnemonics, and applications for upgrading service.

Training

- Advise terminal operators within your agency of the formats used on Sheriff's Department terminals within your agency.
- Determine the need to coordinate CLETS related training

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 12-2943 CONFIRMING THE MAYOR'S APPOINTMENT OF TWO MEMBERS TO THE OVERSIGHT BOARD CREATED BY HEALTH AND SAFETY CODE SECTION 34179 *ET SEQ.* REGARDING DISSOLUTION OF THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY	**DATE:**	April 2, 2012
		SECTION:	RESOLUTIONS
		ITEM NO.:	1
		FILE I.D.:	RDA050
		DEPT.:	CITY MGR.

REASON FOR CONSIDERATION: As the City Council is aware, the City of Montclair has chosen to become the Successor Agency to the former City of Montclair Redevelopment Agency in conformance with the terms of ABX1 26 (the Dissolution Act). The Dissolution Act requires the creation of an Oversight Board whose primary function is to direct the staff of the Successor Agency in the management of the dissolution process. The Oversight Board will be composed of seven members with two members of the Board appointed by the Mayor representing the Successor Agency.

Proposed Resolution No. 12-2943 would confirm the Mayor's appointments to the Oversight Board created for the purpose of overseeing the dissolution process of the City of Montclair Redevelopment Agency. A copy of proposed Resolution No. 12-2943 is attached for the City Council's review and consideration.

BACKGROUND: Following the California Supreme Court decision in *California Redevelopment Association, et al. v Ana Matosantos, et al.,* all redevelopment agencies within the State of California were dissolved on February 1, 2012, in accordance with Part 1.85 of Division 24 of the Health and Safety Code, added by the Dissolution Act. Pursuant to Health and Safety Code Section 34173, the City of Montclair adopted Resolution No. 12-2934 on January 12, 2012, electing to serve as the successor agency to the City of Montclair Redevelopment Agency for the purpose of winding down the affairs of the former Redevelopment Agency. The successor agency's activities are subject to the review and approval of an appointed oversight board.

Health and Safety Code Section 34179(a) of the Dissolution Act provides that the oversight board is to be comprised of seven appointees from affected local taxing entities and the community that created the redevelopment agency as follows:

- One member appointed by the county Board of Supervisors
- One member appointed by the mayor of the city that created the redevelopment agency

Prepared by:	M. STAATS	Reviewed and Approved by:	M. STAATS
Proofed by:	Yvonne L Smith	Presented by:	

- One member appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the redevelopment agency that is eligible to receive property tax revenues pursuant to Section 34188. (For the City of Montclair, this special district has been determined to be Monte Vista Water District.)

- One member appointed by the county Superintendent of Education

- One member appointed by the Chancellor of the California Community Colleges

- One member of the public appointed by the county Board of Supervisors

- One member representing the employees of the former redevelopment agency appointed by the mayor or chairman of the Board of Supervisors, as the case may be, from the recognized employee organization representing the largest number of former redevelopment agency employees employed by the successor agency at that time

As prescribed, the Mayor is authorized to make two appointments to the Oversight Board on behalf of the City of Montclair. The Mayor has selected the following individuals for appointment to the Oversight Board:

- Council Member Bill Ruh as a member appointed by the Mayor

- Janet Kulbeck as the member representing the employees of the former City of Montclair Redevelopment Agency

Adoption of Resolution No. 12-2943 will confirm the Mayor's appointments to the Oversight Board.

FISCAL IMPACT: The action to recommend appointments to the Oversight Board will have no direct fiscal impact on the City. However, the actions and decisions of the Oversight Board will have a significant impact on the City's ability, as Successor Agency, to complete former redevelopment programs and projects.

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 12-2943 confirming the Mayor's appointment of two members to the Oversight Board created by Health and Safety Code Section 34179 *et seq.* regarding dissolution of the City of Montclair Redevelopment Agency.

RESOLUTION NO. 12-2943

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR CONFIRMING THE MAYOR'S APPOINTMENT OF TWO MEMBERS TO THE OVERSIGHT BOARD CREATED BY HEALTH AND SAFETY CODE SECTION 34179 *ET SEQ.* REGARDING DISSOLUTION OF THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY

WHEREAS, the City Council of the City of Montclair ("City") approved and adopted the Redevelopment Plans for (i) Redevelopment Project Area No. I, adopted by Ordinance No. 78-461 on June 5, 1978, as amended; (ii) Redevelopment Project Area No. II, adopted by Ordinance No. 79-479 on June 4, 1979, as amended; (iii) Redevelopment Project Area No. III, adopted by Ordinance No. 83-569 on July 5, 1983, as amended; (iv) Redevelopment Project Area No. IV, adopted by Ordinance No. 82-538 on July 6, 1982, as amended; (v) Redevelopment Project Area No. V, adopted by Ordinance No. 86-623 on June 2, 1986, as amended; (iv) and the Mission Boulevard Joint Redevelopment Project Area adopted by City Ordinance No. 03-836 on July 7, 2003, and adopted by County of San Bernardino Ordinance No. 3895 on July 8, 2003, as amended; and

WHEREAS, the City of Montclair Redevelopment Agency ("Agency") engaged in activities to implement the Redevelopment Plans for the above-cited project areas pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq.*) ("CRL"); and

WHEREAS, on June 28, 2011, as part of the 2011-12 State of California budget bill, companion bills Assembly Bill X1 26 ("ABX1 26") and Assembly Bill X1 27 ("ABX1 27") were enacted, suspending all new redevelopment activity of the Agency and dissolving the Agency, unless the City elected to participate in the "Alternative Voluntary Redevelopment Program" established by ABX1 27 and pay an annual "community remittance" payment to the County of San Bernardino; and

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the Legal Action, upholding ABX1 26, invalidating ABX1 27, extending certain statutory deadlines under Health and Safety Code Sections 34170 through 34191, and dissolving redevelopment agencies throughout the state, effective February 1, 2012; and

WHEREAS, ABX1 26 designates a successor agency to the dissolved Agency, and provides that, with certain exceptions, all authority, rights, powers, duties, and obligations previously vested with the dissolved agency, under the CRL, are vested in the successor agency; and

WHEREAS, on January 12, 2012, the City Council adopted Resolution No. 12-2934 electing to serve as the successor agency to the dissolved Agency; and

WHEREAS, ABX1 26 further provides that the City's actions, as successor agency to the dissolved Agency, are subject to review and approval by an oversight

board ("Oversight Board"), to be created pursuant to Health and Safety Code Section 34179 *et seq.*; and

WHEREAS, the Oversight Board is to be comprised of seven appointees from affected local taxing entities and the City including two (2) members appointed by the Mayor; and

WHEREAS, Section 34179(a) of the CRL provides that the mayor of the city authorized the creation of the redevelopment agency may elect to appoint one at-large member to the Oversight Board of the successor agency to the former redevelopment agency; and

WHEREAS, Section 34179(a) of the CRL provides that the mayor of the city that authorized the creation of a redevelopment agency may also elect to appoint one member of the former redevelopment agency; and

WHEREAS, after careful consideration, the Mayor of the City of Montclair has submitted the appointment of William Ruh to the Oversight Board and Janet Kulbeck as the representative employee member from the former redevelopment agency to the Oversight Board of the Successor Agency; and

WHEREAS, the Mayor may appoint alternate members to the Oversight Board should the need arise.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby confirm the Mayor's appointments to the Oversight Board created by Health and Safety Code Sections 34179 *et seq.*, related to dissolution of the City of Montclair Redevelopment Agency.

APPROVED AND ADOPTED this XX day of XX, 2012.

_____
Mayor

ATTEST:

_____
City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2943 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, 2012, and that it was adopted by the following vote, to-wit:

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

_____
Yvonne L. Smith
Deputy City Clerk

MINUTES OF THE MEETING OF THE MONTCLAIR PERSONNEL COMMITTEE HELD ON MONDAY, MARCH 19, 2012, AT 7:52 P.M. IN THE CITY ADMINISTRATIVE OFFICES, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Raft called the meeting to order at 7:52 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Raft; Council Member Ruh; and City Manager Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of March 5, 2012.

Moved by City Manager Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of March 5, 2012.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 7:53 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/ terminations, and evaluations of employee performance.

At 8:12 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:12 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

Edward C. Starr
City Manager