CITY OF MONTCLAIR

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

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

April 16, 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 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 27, 2012, as "Arbor Day" in the City of Montclair

B. 2012 Volunteer of the Year Award

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 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 Agency Board/MHC Board is prohibited from taking action on items not listed on the agenda.

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VII. PUBLIC HEARINGS

A. First Reading - Consider Adoption of 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] 5

B. First Reading - Consider Adoption of 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] 10

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board Meeting of April 2, 2012 [CC/SRDA/MHC]

B. Administrative Reports

1. Consider Receiving and Filing of Treasurer's Report [CC] 16

2. Consider Approval of Warrant Register and Payroll Documentation [CC] 17

3. Consider Receiving and Filing of Treasurer's Report [SRDA] 18

4. Consider Approval of Warrant Register [SRDA] 19

5. Consider Receiving and Filing of Treasurer's Report [MHC] 20

6. Consider Approval of Warrant Register [MHC] 21

7. Consider Authorization of a $10,800 Appropriation From the Information Technology Capital Outlay Account to Purchase Geographic Information System Software From Environmental Systems Research Institute, Inc., to Enhance Information Management in the Emergency Operations Center [CC]

Consider Authorization to Receive $10,800 in Matching Funds from the FY2011 Emergency Management Performance Grant Program to Reimburse the Information Technology Capital Outlay Account [CC] 22

8. Consider Acceptance of Grant Deed No. 1668, an Easement for Construction, Maintenance, and Use of Public Street and Appurtenances for One of the Three Parcels Located at 10844 Fremont Avenue [CC] 40

C. Agreements

1. Consider Montclair Housing Corporation Board of Directors' Award of Contract to Desert Ranger Construction, Inc., in the Amount of $226,350 [MHC]

(Continued on next page)

Consider Montclair Housing Corporation Board of Directors' Approval of Agreement No. 12-22 Between the Montclair Housing Corporation and Desert Ranger Construction, Inc., for the 4791, 4811, and 4820 Canoga Street Improvement Project [MHC]

Consider Authorization of a $22,635 Construction Contingency [MHC] 45

2. Consider Montclair Housing Corporation Board of Directors' Award of Contract to Allied Environmental Services in an Amount Not to Exceed $35,000 [MHC]

   Consider Montclair Housing Corporation Board of Directors' Approval of Agreement No. 12-23 Between the Montclair Housing Corporation and Allied Environmental Services for Environmental Abatement at 4791, 4811, and 4820 Canoga Street [MHC] 57

3. Consider Award of Contract to Gentry Brothers, Inc., in the Amount of $160,484 [CC]

   Consider Approval of Agreement No. 12-25 With Gentry Brothers, Inc., for Construction of the Carlton Street Improvement Project [CC]

   Consider Authorization of a $20,000 Construction Contingency [CC] 80

4. Consider Approval of Agreement No. 12-26 With the County of San Bernardino for Allocation and Expenditure of Justice Assistance Grant Program Funds [CC] 87

D. Resolutions

1. Consider Adoption of Resolution No. 12-2944 Determining the Status of Local Safety Employee Zachary Leonard Mejia [CC] 107

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

   Patton v. City of Montclair

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

   Camou v. City of Montclair

4. Closed Session Pursuant to Government Code Section 54956.9(c) Regarding Initiation of Litigation (Successor Agency)

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/MHC Board

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

1. Minutes of the Code Enforcement Committee Meeting of March 19, 2012 — 112

2. Minutes of the Personnel Committee Meeting of April 2, 2012 — 116

XII. COUNCIL WORKSHOP

A. Gold Line Update

(Council may consider continuing this item to an adjourned meeting on Monday, May 7, 2012, at 5:45 p.m. in the City Council Chambers.)

XIII. ADJOURNMENT OF MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS

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

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT OF CITY COUNCIL AND SUCCESSOR AGENCY BOARD OF DIRECTORS

The next regularly scheduled City Council, Successor Agency, and Montclair Housing Corporation meetings will be held on Monday, May 7, 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 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 Deputy City Clerk at (909) 625-9416. 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 April 12, 2012.

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF 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 16, 2012
		SECTION:	PUBLIC HEARINGS
		ITEM NO.:	A
	FIRST READING	FILE I.D.:	SIG180
		DEPT.:	COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of the first reading of proposed 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 that 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, which recommended consideration by the full City Council. The Ordinance was also presented informally to the Planning Commission on March 26, which also supported its adoption.

FISCAL IMPACT: There would be no direct fiscal impact to the City's General Fund should the City Council adopt proposed Ordinance No. 12-929.

RECOMMENDATION: Staff recommends the City Council adopt the first reading of 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:	Laura Berke	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 1. 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 ADOPTION OF 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 FIRST READING	**DATE:**	April 2, 2012
		SECTION:	PUBLIC HEARINGS
		ITEM NO.:	B
		FILE I.D.:	STD200
		DEPT.:	PUBLIC WORKS

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of the first reading of 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, the unincorporated areas of San Bernardino County, and cities within San Bernardino County that are 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, both during construction and post construction. The City Council previously adopted an Ordinance addressing stormwater discharge and the requirements of NPDES No. CAS618036. Proposed Ordinance No. 12-930, under Section 9.24.500, provides the City with the legal authority to inspect structural stormwater treatment devices associated with approved Water Quality Management Plans (WQMPs) during the construction phase and to collect fees from developers to cover the costs associated with the inspections. The purpose of the inspections is to ensure treatment control Best Management Practices (BMPs) are constructed and function in accordance with approved WQMPs.

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

FISCAL IMPACT: Adoption of Ordinance No. 12-930 would allow the City to inspect and collect inspection fees from developers during construction for BMPs associated with approved WQMPs. Failure to adopt this ordinance could potentially put the City out of compliance with NPDES No. CAS618036, subjecting the City to fines levied by the California Regional Water Quality Control Board, Santa Ana Region. Inspections might still be performed as a condition of a development, but the cost of inspection would have to be borne by the General Fund without any form of reimbursement from the developer. It is anticipated that the fee for inspection would range between 1 percent and 4 percent of the estimated construction cost of the BMP depending upon the actual BMP implemented as part of the approved WQMP. This fee is comparable to inspection fees already charged by the City for inspection of public works facilities, such as streets, sidewalks, sewers, storm drains, and publicly maintained landscaping. A Fee Resolution will be brought to the City Council at a later date for consideration and approval.

Proposed Ordinance No. 12-930 also provides for triennial post-construction inspections. The Ordinance does not propose an inspection fee for these inspections at this time. Staff will monitor the time necessary to conduct these inspections and may at some future date recommend a fee program to the City Council for consideration. However, failure to properly maintain BMPs would be a violation of proposed Section 9.24.600 of the Municipal Code and could result in a citation and associated fine.

RECOMMENDATION: Staff recommends the City Council adopt the first reading of 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 RELATED 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 RECEIVING AND FILING OF TREASURER'S REPORT

DATE: April 16, 2012

SECTION: ADMIN. REPORTS

ITEM NO. 1

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending March 31, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending March 31, 2012.

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

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending March 31, 2012.

Prepared by: Michael Piotrowski

Proofed by: Kathy Dalton

Reviewed and Approved by:

Presented by:

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	**DATE:**	April 16, 2012
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	2
		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 16, 2012, and Payroll Documentation dated March 11, 2012; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated April 16, 2012, totals $1,017,166.98. The Payroll Documentation dated March 11, 2012, totals $582,827.42, with $407,288.33 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 L Smith

Proofed by: Kathy Dalton

Reviewed and Approved by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT

DATE: April 16, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending March 31, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending March 31, 2012.

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

RECOMMENDATION: Staff recommends the City Council acting as successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending March 31, 2012.

Prepared by: Michael Piotrowski

Proofed by: _____

Reviewed and Approved by: _____

Presented by: _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER

DATE: April 16, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 4

FILE I.D.: FIN530

DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending March 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 03.01.12-03.31.12 in the amounts of $9,926.63 for Project I; $0.00 for Project II; $26,093.16 for Project III; $126,055.21 for Project IV; $332,004.73 for Project V; and $0.00 for the Mission Boulevard Joint Redevelopment Project and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the City Council as successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending March 31, 2012.

Prepared by: Michael Pitthouse

Proofed by: Kathy Dalton

Reviewed and Approved by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF TREASURER'S REPORT

DATE: April 16, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 5

FILE I.D.: FIN525

DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending March 31, 2012, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending March 31, 2012.

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

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending March 31, 2012.

Prepared by: Michael Protowski

Proofed by: Kathy Dalton

Reviewed and Approved by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER

DATE: April 16, 2012
SECTION: ADMIN. REPORTS
ITEM NO.: 6
FILE I.D.: FIN545
DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending March 31, 2012, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 03.01.12-03.31.12 in the amount of $20,497.30 for the Montclair Housing Corporation and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending March 31, 2012.

Prepared by: Michael Protowski
Proofed by: Kathy Dalton
Reviewed and Approved by:
Presented by:

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION OF A $10,800 APPROPRIATION FROM THE INFORMATION TECHNOLOGY CAPITAL OUTLAY ACCOUNT TO PURCHASE GEOGRAPHIC INFORMATION SYSTEM SOFTWARE FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., TO ENHANCE INFORMATION MANAGEMENT IN THE EMERGENCY OPERATIONS CENTER

CONSIDER AUTHORIZATION TO RECEIVE $10,800 IN MATCHING FUNDS FROM THE FY2011 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM TO REIMBURSE THE INFORMATION TECHNOLOGY CAPITAL OUTLAY ACCOUNT

DATE: April 16, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: EMR130

DEPT.: FIRE/ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a $10,800 appropriation from the Information Technology Capital Outlay Account to purchase Geographic Information System (GIS) software from Environmental Systems Research Institute, Inc. (ESRI) to enhance information management in the Emergency Operations Center (EOC) and authorizing the City to receive $10,800 in matching funds from the FY2011 Emergency Management Performance Grant (EMPG) Program to reimburse the Information Technology Capital Outlay Account. The FY2011 EMPG Program requires a dollar-for-dollar match, which can be in cash or in-kind. The match requirement would be satisfied by using personnel costs and City funds spent to conduct emergency preparedness exercises.

BACKGROUND: On October 6, 2011, the City submitted an application to the San Bernardino County Office of Emergency Services Grants Unit for an equipment project to be included in the FY2011 EMPG Program. The purpose of the equipment project is to purchase and install GIS software to run a web-enabled crisis information management system in the City's EOC. The San Bernardino County Office of Emergency Services approved the City's equipment project on March 19, 2012, and included it in the FY2011 EMPG Program. Benefits of using GIS technology in the EOC include the following:

1. Ability to map and analyze all types of hazards and visualize their potential impacts on specific geographical locations and populations.

2. Identify and map key tactical and strategic facilities, such as public safety facilities, hospitals, emergency shelters, infrastructure, and suppliers of support items (food, water, equipment, building supplies, etc.).

Prepared by: _____ Reviewed and Approved by: _____

Proofed by: _____ Presented by: _____

3. Identify incident locations and modeling of their impacts.

4. Identify routes/areas that have been closed/evacuated and determine transportation routes to avoid closures.

5. Manage damage assessment information.

6. Provide emergency managers with a common operating picture from which sound decisions may be made efficiently and effectively.

7. Ability to inventory City resources (vehicles, supplies, and personnel).

8. Display the status of City resources and external resources that have been assigned to emergency incidents.

Staff recommends ESRI's ArcGIS® Server software for this purchase. ESRI is the sole creator of ArcGIS® Server software, and it is fully compatible with the City's desktop GIS software, which is also made by ESRI. Based on this information, it is recommended that ESRI be identified as a sole source vendor for the purchase of GIS server software.

FISCAL IMPACT: The cost to purchase ArcGIS® software from ESRI is $10,800. Should the City Council approve this item, $10,800 would be appropriated from Information Technology Capital Outlay Account No. 1001-4316-62010-400 to pay for the GIS software. The City would be reimbursed through the FY2011 EMPG Program in the amount of $10,800.

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

1. Authorize a $10,800 appropriation from the Information Technology Capital Outlay Account to purchase Geographical Information System software from Environmental Systems Research Institute, Inc., to enhance information management in the Emergency Operations Center.

2. Authorize the City to receive $10,800 in matching funds from the FY2011 Emergency Management Performance Grant Program to reimburse the Information Technology Capital Outlay Account.

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3025
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 03/22/2012 To: 06/20/2012

Quotation # 20402645

Date: March 22, 2012

Customer # 116370 **Contract #**

CITY OF MONTCLAIR
ADMIN SERVICES
5111 BENITO ST
MONTCLAIR, CA 91763

ATTENTION: Steve Dague
PHONE: (909) 625-9434
FAX: 909-626-3691

Material	Qty	Description	Unit Price	Total
109044	2	ArcGIS Server Standard Workgroup One Core Additional License	2,500.00	5,000.00
109897	1	ArcGIS Server Standard Workgroup Up to Two Cores License	5,000.00	5,000.00
			Item Total:	10,000.00
			Subtotal:	10,000.00
			Sales Tax:	800.00
			Estimated Shipping & Handling(Surface Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	$10,800.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
109900	1	ArcGIS Server Standard Workgroup Up to Two Cores Maintenance	1,250.00	1,250.00
109271	2	ArcGIS Server Standard Workgroup One Core Additional Maintenance	625.00	1,250.00

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes

For questions contact: Tammy Hook **Email:** thook@esri.com **Phone:** (909) 793-2853 x3949

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Name (Please Print)

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For questions contact: Tammy Hook **Email:** thook@esri.com **Phone:** (909) 793-2853 x3949

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58. Licensee shall order a separate Business Analyst Online or Community Analyst subscription for each person who uses Business Analyst Online or Community Analyst and shall provide output from the Business Analyst Online or Community Analyst subscription only to the e-mail of the individual subscriber. Licensee shall not unbundle or use independently of Licensee's Subscription any software components used to access the Deliverables, including, but not limited to, Business Analyst Online API or Community Analyst API.
59. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Runtime Software up to the number of deployment licenses that have been purchased.
60. (a) ArcGIS Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer. A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer that utilize a single ArcGIS Runtime.

61. Oracle is a third-party beneficiary of Esri's rights under the Esri License Agreement with respect to the Software but is not a party hereto and assumes no obligations hereunder.
62. Esri and its Licensors reserve the right to conduct an audit of Licensee's use of the Software. Licensee will provide reasonable assistance and access to information regarding Licensee's use of the Software. Audit results may be reported to Esri's Licensors. Fees for over-deployment or excess usage are payable within thirty (30) days of the invoice date.
63. Licensee may not publish the results of benchmark tests run on the Software without the prior written permission of Esri and its Licensors.

AGENDA REPORT

SUBJECT:	CONSIDER ACCEPTANCE OF GRANT DEED NO. 1668, AN EASEMENT FOR CONSTRUCTION, MAINTENANCE, AND USE OF PUBLIC STREET AND APPURTENANCES FOR ONE OF THE THREE PARCELS LOCATED AT 10844 FREMONT AVENUE	**DATE:**	April 16, 2012
		SECTION:	ADMIN. REPORTS
		ITEM NO.:	8
		FILE I.D.:	LDU225
		DEPT.:	PUBLIC WORKS

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

BACKGROUND: The owner of the three properties at 10844 Fremont Avenue intends on expanding operations of an existing 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 and completion of street improvements for Fremont Avenue.

FISCAL IMPACT: The acceptance of Grant Deed No. 1668 would allow for construction and use of public street and appurtenances and would create no fiscal impact to the City.

RECOMMENDATION: Staff recommends the City Council accept Grant Deed No. 1668, an easement for construction, maintenance, and use of public street and appurtenances for one of the three parcels located at 10844 Fremont Avenue.

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

Recording Requested By and Mail to:

CITY OF MONTCLAIR
P.O. BOX 2308
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Affix Internal Revenue Stamps in This Place

APN: 1011-311-02
APN: 1011-311-03
APN: 1011-311-04

GRANT DEED

Affix I.R.S. $_____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FREMONT MISSION L.L.C.

Hereby GRANTS to the **CITY OF MONTCLAIR** an easement for the purpose of constructing, maintaining, and use of streets, sidewalks, and appurtenances over the following described real property in the City of Montclair, County of San Bernardino, State of California:

See attached Exhibits A and B

Grant Deed No. 1668

ACCEPTANCE

This is to certify that the interest in real property conveyed by the within instrument to the **CITY OF MONTCLAIR**, State of California, a body corporate and politic, is hereby accepted by order of the **MONTCLAIR CITY COUNCIL** made on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated:_____

By:_____
Deputy City Clerk

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino

On March 26, 2012 (Date) before me, Jessica Moreno, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Bharat Dhirajlal Gala and Yogesh Dhirajlal 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)

JESSICA MORENO
COMM. #1955347
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Exp. Oct. 7, 2015

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: Grant Deed

Document Date: _____ Number of Pages: 1

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

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

EXHIBIT A

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

February 29, 2012
JN 110515.CS
LD 9025

Street Right-of-Way Easement

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 3.00 feet to line parallel with and 3.00 feet westerly of said easterly line; thence along said parallel line South 00°47'40" East 198.00 feet to the southerly line of the northerly 330.00 feet of said Lot; thence along said southerly line North 89°29'15" East 3.00 feet to said easterly line of Lot 4; thence along said easterly line North 00°47'40" West 198.00 feet to the **Point of Beginning.**

Containing: 594 square feet.

Subject to all Covenants, Rights, Rights-of-Way and Easements of Record.

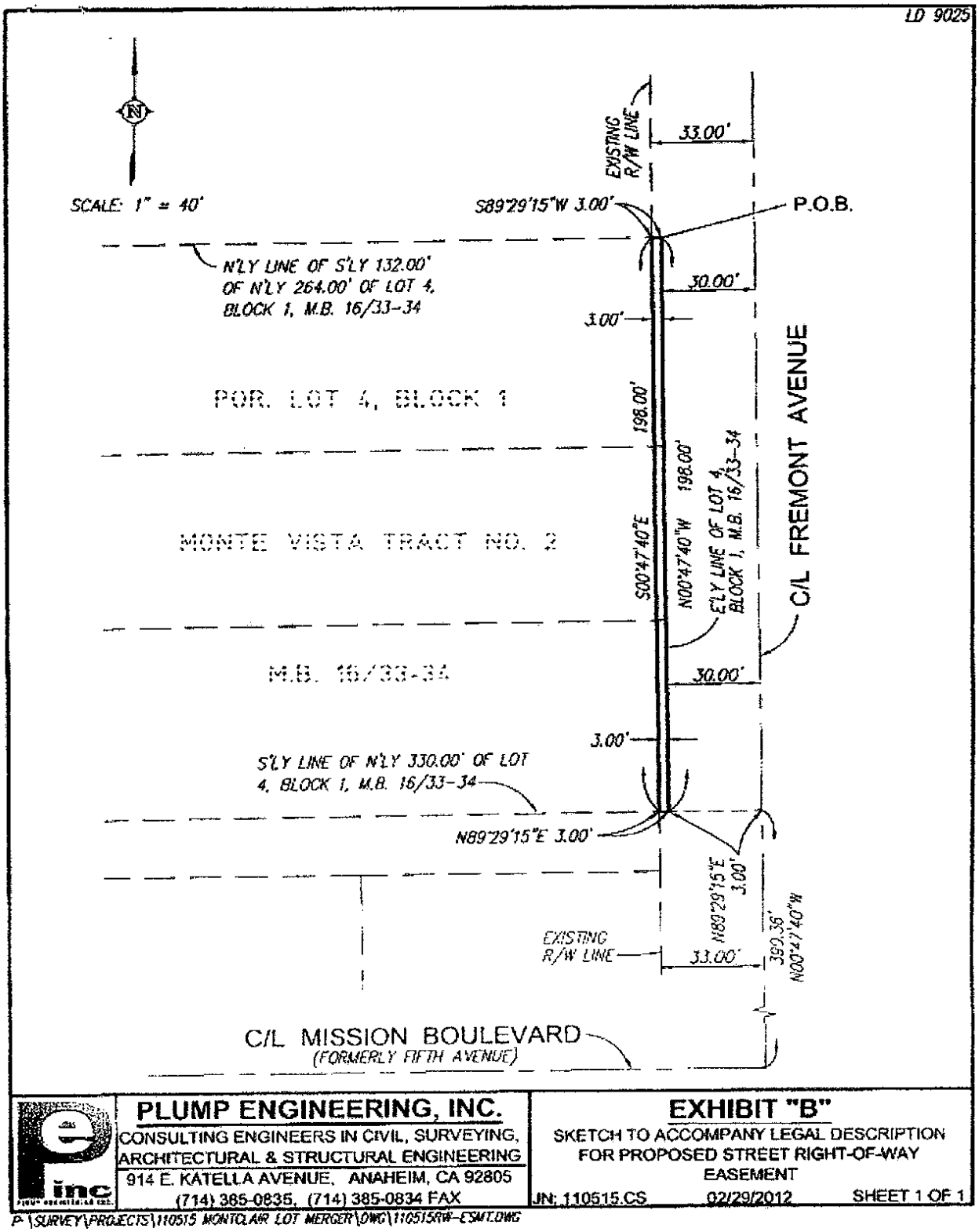
See **Exhibit "B"** attached and by this reference made a part hereof.

Christopher W. Daniels, P.L.S. 6328

3/2/12

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

EXHIBIT B



PLUMP ENGINEERING, INC. CONSULTING ENGINEERS IN CIVIL, SURVEYING, ARCHITECTURAL & STRUCTURAL ENGINEERING 914 E. KATELLA AVENUE, ANAHEIM, CA 92805 (714) 385-0835, (714) 385-0834 FAX	**EXHIBIT "B"** SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR PROPOSED STREET RIGHT-OF-WAY EASEMENT	
	JN: 110515.CS	02/29/2012 SHEET 1 OF 1

P:\SURVEY\PROJECTS\110515 MONTCLAIR LOT MERGER\DWG\110515RW-ESMT.DWG

AGENDA REPORT

SUBJECT: CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' AWARD OF CONTRACT TO DESERT RANGER CONSTRUCTION, INC., IN THE AMOUNT OF $226,350

CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' APPROVAL OF AGREEMENT NO. 12-22 BETWEEN THE MONTCLAIR HOUSING CORPORATION AND DESERT RANGER CONSTRUCTION, INC., FOR THE 4791, 4811, AND 4820 CANOGA STREET IMPROVEMENT PROJECT

CONSIDER AUTHORIZATION OF A $22,635 CONSTRUCTION CONTINGENCY

DATE: April 16, 2012

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: MHC 025

DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider award of a contract to and approval of an Agreement with Desert Ranger Construction, Inc., for the 4791, 4811, and 4820 Canoga Street Improvement Project.

A copy of proposed Agreement No. 12-22 is attached for the Montclair Housing Corporation Board's review and consideration.

BACKGROUND: The Montclair Housing Corporation Fiscal Year 2010-11 Budget includes funding for the exterior improvements for three apartment complexes located at 4791, 4811, and 4820 Canoga Street that are owned and managed by the Montclair Housing Corporation. The exterior improvements to the apartment buildings would include specific environmental abatement conditions, new stucco, new roofs, new windows, exterior patching and painting of the buildings, replacement of pool fencing, and new lighting fixtures. Proposed improvements also include concrete flat work. There are a total of 32 units at the three complexes.

The Montclair Housing Corporation solicited proposals from eight contractors in February 2012, and staff conducted two onsite walkthroughs with the contractors. On Thursday, March 22, 2012, Montclair Housing Corporation staff received and opened two bid proposals for the 4791, 4811 and 4820 Canoga Street Improvement Project. The bid results are as follows:

Contractor	*Bid Amount*
Contractor's Estimate	**$220,000.00**
Desert Ranger Construction, Inc.	$226,350.00
Complete Home Service	$242,563.00

Prepared by: Fabiola Pociado
Reviewed and Approved by: M. Staats
Proofed by: Christine O. Caldwell
Presented by:

Following the bid opening, all proposals were reviewed for completeness and accuracy. The apparent low bidder, Desert Ranger Construction, Inc., provided all of the required documents and was deemed the lowest responsible, responsive bidder for the project.

After completing a reference check of Desert Ranger Construction, Inc., it appears the company has the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications.

FISCAL IMPACT: Funding for the 4791, 4811 and 4820 Canoga Street Improvement Project is included in the Montclair Housing Corporation Fiscal Year 2011-12 Budget.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors take the following actions related to the 4791, 4811 and 4820 Canoga Street Improvement Project:

1. Award a contract to Desert Ranger Construction, Inc., in the amount of $226,350.

2. Approve Agreement No. 12-22 between the Montclair Housing Corporation and Desert Ranger Construction, Inc.

3. Authorize a $22,635 construction contingency.

MONTCLAIR HOUSING CORPORATION

CONSTRUCTION CONTRACT

4791, 4811, 4820 CANOGA STREET IMPROVEMENT PROJECT

THIS CONTRACT is made and effective as of April 16, 2012, between the Montclair Housing Corporation (MHC), a non-profit housing corporation ("Corporation") and Desert Ranger Construction, Inc. a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Contract shall commence on April 17, 2012 and shall remain and continue in effect for a period of forty-five (45) working days until tasks described herein are completed, but in no event later than October 17, 2012, unless sooner terminated pursuant to the provisions of this Contract.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit "B", attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit "B".

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Contract.

4. CITY MANAGEMENT

The Assistant Director of Redevelopment or her designee shall represent the Corporation in all matters pertaining to the administration of this Contract, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Contractor. The Assistant Director shall be authorized to act on Corporation's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Contractor's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Corporation agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "C",

attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed $248,985 for the total term of the Contract unless additional payment is approved as provided in this Contract.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Contract which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Assistant Director. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the Assistant Director and Contractor at the time MHC's written authorization is given to Contractor for the performance of said services. The Executive Director may approve additional work not to exceed ten percent (10%) of the amount of the Contract. Any additional work in excess of this amount shall be approved by the MHC Board of Directors.

(c) Contractor will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the MHC disputes any of the Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

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

6. SUSPENSION OR TERMINATION OF CONTRACT WITHOUT CAUSE

(a) The MHC may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Contract, unless the notice provides otherwise. If the MHC suspends or terminates a portion of this Contract, such suspension or termination shall not make void or invalidate the remainder of this Contract.

(b) In the event this Contract is terminated pursuant to this Section, the MHC shall pay to Contractor on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the MHC. Upon termination of the Contract pursuant to this Section, the Contractor will submit an invoice to the MHC pursuant to Section 5(c).

7. DEFAULT OF CONTRACTOR

(a) The Contractor's failure to comply with the provisions of this Contract shall constitute a default. In the event that Contractor is in default for cause under the terms of this Contract, the MHC shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Contract immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

(b) If the Executive Director or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Contract, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the MHC shall have the right, notwithstanding any other provision of this Contract, to terminate this Contract without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Contract.

8. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by the MHC that relate to the performance of services under this Contract. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of the MHC or its designees at reasonable times to such books and records; shall give the MHC the right to examine and audit said books and records; shall permit the MHC to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Contract, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Contract shall become the sole property of the MHC and may be used, reused, or otherwise disposed of by the MHC without the permission of the Contractor. With respect to computer files, Contractor shall make available to the MHC, at the Contractor's office and upon reasonable written request by the MHC, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the MHC and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Contract.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless the MHC, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Said indemnification shall include any claim that Contractor, or Contractor's employees or agents, are considered to be employees of the MHC or are entitled to any employee benefits from the MHC, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity contracts with provisions identical to those set forth here in this section from each and every subcontractor or other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Contract. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of the MHC to monitor compliance with these requirements imposes no additional obligations on the MHC and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the MHC as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Contract or this section.

10. INSURANCE

(a) Contractor shall neither commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to the MHC nor shall Contractor allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Contractor shall, at all times during the term of this Contract, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

Commercial general liability at least as broad as ISO CG 0001 (per occurrence)	$1,000,000
Commercial general liability at least as broad as ISO CG 0001 (general aggregate)	$2,000,000
Commercial auto liability at least as broad as ISO CA 0001 (per accident)	$1,000,000
Professional Liability (per claim and aggregate)	$1,000,000
Worker's Compensation	Statutory

b) All insurance required by this section shall apply on a primary basis. Contractor agrees that it will not cancel or reduce said insurance coverage. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect the MHC may either immediately terminate this Contract or, if insurance is available at a reasonable cost, the MHC may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Contractor owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Contract, Contractor shall maintain on file with the MHC a certificate of insurance, in a form acceptable to the MHC showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Contractor shall promptly file with the MHC such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Contractor and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Contractor shall, prior to commencing work, sign and file with the MHC a certification as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

(h) General Insurance Requirements: All insurance required by express provision of this Contract shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against the MHC and the MHC's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by the MHC; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to the MHC by certified mail. Contractor shall furnish the MHC with copies of all such policies. Contractor may effect for its own account insurance not required under this Contract.

11. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the MHC a wholly independent contractor. The personnel performing the services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control and shall not be construed to be employees of the MHC for any purpose, including eligibility under Public Employees Retirement Law. Neither the MHC nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Contract. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the MHC. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the MHC, or bind the MHC in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Contract. Except for the fees paid to Contractor as provided in the Contract the MHC shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for the MHC. The MHC shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Contract. The Contractor shall at all times observe and comply with all such laws and regulations. The MHC, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the MHC of Montclair in connection with the award, terms or implementation of this Contract, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the MHC will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Contract or any work to be conducted as a result of this Contract. Violation of this Section shall be a material breach of this Contract entitling the MHC to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the MHC, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for work to be performed in connection with the project performed under this Contract.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Contract shall be considered confidential and shall not be released by Contractor without the MHC's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the Executive Director or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Contract or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the MHC notice of such court order or subpoena.

(b) Contractor shall promptly notify the MHC should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. The MHC retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with the MHC and to provide the opportunity to review any response to discovery requests provided by Contractor. However, the MHC's right to review any such response does not imply or mean the right by the MHC to control, direct, or rewrite said response.

(c) Contractor covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder.

Contractor further covenants that in the performance of this Contract, no person having such interest shall be employed by them as an officer, employee, agent or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any Contract or Contracts with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Contract.

16. NOTICES

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

To MHC:	Christine S. Caldwell Assistant Director of Redevelopment City of Montclair 5111 Benito St. Montclair, CA 91763
To Contractor:	Desert Ranger Construction, Inc. 1 Loch Ness Lake Ct, Rancho Mirage, CA 92270

17. ASSIGNMENT

The Contractor shall not assign the performance of this Contract, nor any part thereof, nor any monies due hereunder, without prior written consent of the MHC. Because of the personal nature of the services to be rendered pursuant to this Contract, only Desert Ranger Construction, Inc. (responsible employee) shall perform the services described in this Contract.

Contractor's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Contract. Contractor shall provide the MHC fourteen (14) days' notice prior to the departure of the responsible employee from Contractor's employ. Should he leave Contractor's employ, the MHC shall have the option to immediately terminate this Contract, within three (3) days of the close of said notice period. Upon termination of this Contract, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the MHC Board of Directors and the Contractor.

18. LICENSES

At all times during the term of this Contract, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Contract, including a City of Montclair business license.

19. GOVERNING LAW

The MHC and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE CONTRACT

This Contract contains the entire understanding between the parties relating to the obligations of the parties described in this Contract. All prior or contemporaneous contracts, understandings, representations, and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of MHC's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "C" hereto. In the event of conflict, the requirements of the MHC's Request for Proposals and this Contract shall take precedence over those contained in the Contractor's proposals.

22. CONFIDENTIALITY

Information and materials obtained by the Contractor from the MHC during the performance of this Contract shall be treated as strictly confidential and shall not be used by the Contractor for any purpose other than the performance of this Contract.

23. DISCRIMINATION

The Contractor agrees that no person shall be excluded from employment in the performance of this Contract on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Contractor agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. AUTHORITY TO EXECUTE THIS CONTRACT

The person or persons executing this Contract on behalf of Contractor warrants and represents that he/she has the authority to execute this Contract on behalf of the

Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

MONTCLAIR HOUSING CORPORATION

By:_____
Chair

Attest:

By:_____
Secretary

DESERT RANGER CONSTRUCTION, INC.

By:_____
(Title) President

By:_____
(Title) Sec/Treas.

AGENDA REPORT

SUBJECT:	CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' AWARD OF CONTRACT TO ALLIED ENVIRONMENTAL SERVICES IN AN AMOUNT NOT TO EXCEED $35,000 CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' APPROVAL OF AGREEMENT NO. 12-23 BETWEEN THE MONTCLAIR HOUSING CORPORATION AND ALLIED ENVIRONMENTAL SERVICES FOR ENVIRONMENTAL ABATEMENT AT 4791, 4811, AND 4820 CANOGA STREET	**DATE:** **SECTION:** **ITEM NO.:** **FILE I.D.:** **DEPT.:**	April 16, 2012 AGREEMENTS 2 MHC 025 MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider approval of Agreement No. 12-23 with Allied Environmental Services for environmental abatement of the properties located at 4791, 4811, and 4820 Canoga Street.

A copy of proposed Agreement No. 12-23 is attached for the Montclair Housing Corporation Board's review and consideration.

BACKGROUND: The Montclair Housing Corporation Fiscal Year 2011-12 Budget includes funding for the 4791, 4811, and 4820 Canoga Street Improvement Project. The removal and disposal of asbestos and lead elements is one component of the 4791, 4811, and 4820 Canoga Street Project. Staff solicited bids from four environmental remediation companies to provide services for the remediation and removal of asbestos and lead found on the exterior of the buildings. In an effort to reduce costs, staff elected to solicit proposals and contract with the selected environmental remediation company directly. The contractor approved by the Montclair Housing Corporation Board of Directors pursuant to Agreement No. 12-22 shall coordinate with the selected environmental abatement company. The environmental remediation at 4791, 4811, and 4820 Canoga Street will work in conjunction with the construction project.

The construction project will include new stucco, roofs, installation of new energy-efficient windows, replacement of the pool fencing, masonry work, and exterior paint. Asbestos was found in the stucco and roof materials and lead was found on certain fascia and exterior door frames.

	Bid Amount
Allied Environmental Services	$29,915
Fresh Air Environmental Services, Inc.	$42,725

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

After completing a reference check on Allied Environmental Services, it appears the company has the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications. Furthermore, Allied Industries is properly licensed and meets all insurance requirements.

FISCAL IMPACT: Funding for environmental abatement of 4791, 4811 and 4820 Canoga Street is included in the Montclair Housing Corporation Fiscal Year 2011-12 Budget in the Low to Moderate Income Housing Fund. The cost of the environmental abatement is estimated to not exceed $35,000.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors take the following actions related to environmental abatement at 4791, 4811, and 4820 Canoga Street:

1. Award a contract to Allied Environmental Services in an amount not to exceed $35,000.

2. Approve Agreement No. 12-23 between the Montclair Housing Corporation and Allied Environmental Services.

MONTCLAIR HOUSING CORPORATION

ENVIRONMENTAL CONSTRUCTION CONTRACT

4791, 4811 & 4820 CANOGA STREET IMPROVEMENT PROJECT

THIS CONTRACT is made and effective as of April 16, 2012, between the Montclair Housing Corporation (MHC), a non-profit housing corporation ("Corporation") and Allied Environmental Services a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Contract shall commence on April 17, 2012 and shall remain and continue in effect for a period of forty-five (45) working days until tasks described herein are completed, but in no event later than October 17, 2012, unless sooner terminated pursuant to the provisions of this Contract.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Contract.

4. CITY MANAGEMENT

The Assistant Director of Redevelopment or her designee shall represent the Corporation in all matters pertaining to the administration of this Contract, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Contractor. The Assistant Director shall be authorized to act on the Corporation's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Contractor's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Corporation agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed

$35,000 for the total term of the Contract unless additional payment is approved as provided in this Contract.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Contract which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Assistant Director. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the Assistant Director and Contractor at the time MHC's written authorization is given to Contractor for the performance of said services. The Executive Director may approve additional work not to exceed ten percent (10%) of the amount of the Contract. Any additional work in excess of this amount shall be approved by the MHC Board of Directors.

(c) Contractor will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Corporation disputes any of the Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

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

6. SUSPENSION OR TERMINATION OF CONTRACT WITHOUT CAUSE

(a) The Corporation may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Contract, unless the notice provides otherwise. If the Corporation suspends or terminates a portion of this Contract, such suspension or termination shall not make void or invalidate the remainder of this Contract.

(b) In the event this Contract is terminated pursuant to this Section, the Corporation shall pay to Contractor on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Corporation. Upon termination of the Contract pursuant to this Section, the Contractor will submit an invoice to the Corporation pursuant to Section 5(c).

7. DEFAULT OF CONTRACTOR

(a) The Contractor's failure to comply with the provisions of this Contract shall constitute a default. In the event that Contractor is in default for cause under the terms of this Contract, Corporation shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Contract immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

(b) If the Executive Director or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Contract, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the MHC shall have the right, notwithstanding any other provision of this Contract, to terminate this Contract without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Contract.

8. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by Corporation that relate to the performance of services under this Contract. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of Corporation or its designees at reasonable times to such books and records; shall give Corporation the right to examine and audit said books and records; shall permit Corporation to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Contract, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Contract shall become the sole property of the Corporation and may be used, reused, or otherwise disposed of by the Corporation without the permission of the Contractor. With respect to computer files, Contractor shall make available to the Corporation, at the contractor's office and upon reasonable written request by the Corporation, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless Corporation and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Contract.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless Corporation, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractor of Contractor. Said indemnification shall include any claim that Contractor, or Contractor's employees or agents, are considered to be employees of the Corporation or are entitled to any employee benefits from Corporation, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity contracts with provisions identical to those set forth here in this section from each and every subcontractor or other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Contract. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of Corporation to monitor compliance with these requirements imposes no additional obligations on Corporation and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Corporation as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Contract or this section.

10. INSURANCE

(a) Contractor shall neither commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to Corporation nor shall Contractor allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Contractor shall, at all times during the term of this Contract, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

Commercial general liability at least as broad as ISO CG 0001 (per occurrence)	$1,000,000
Commercial general liability at least as broad as ISO CG 0001 (general aggregate)	$2,000,000
Commercial auto liability at least as broad as ISO CA 0001 (per accident)	$1,000,000
Professional Liability (per claim and aggregate)	$1,000,000
Worker's Compensation	Statutory

(b) All insurance required by this section shall apply on a primary basis. Contractor agrees that it will not cancel or reduce said insurance coverage. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect Corporation may either immediately terminate this Contract or, if insurance is available at a reasonable cost, Corporation may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Contractor owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Contract, Contractor shall maintain on file with Corporation a certificate of insurance, in a form acceptable to Corporation showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Contractor shall promptly file with Corporation such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Contractor from waiving any right of recovery prior to loss Contractor hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Contractor and available or applicable to this contract are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Contractor shall, prior to commencing work, sign and file with Corporation a certification as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

(h) General Insurance Requirements: All insurance required by express provision of this Contract shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against Corporation and Corporation's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by Corporation; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to Corporation by certified mail. Contractor shall furnish Corporation with copies of all such policies. Contractor may effect for its own account insurance not required under this Contract.

11. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the Corporation a wholly independent contractor. The personnel performing the services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control and shall not be construed to be employees of Corporation for any purpose, including eligibility under Public Employees Retirement Law. Neither Corporation nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Contract. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Corporation. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against Corporation, or bind Corporation in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Contract. Except for the fees paid to Contractor as provided in the Contract Corporation shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for Corporation. Corporation shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Contract. The Contractor shall at all times observe and comply with all such laws and regulations. The Corporation, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Corporation of Montclair in connection with the award, terms or implementation of this Contract, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Montclair Housing Corporation will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Contract or any work to be conducted as a result of this Contract. Violation of this Section shall be a material breach of this Contract entitling the Corporation to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Corporation, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub- contract, or the proceeds thereof, for work to be performed in connection with the project performed under this Contract.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Contract shall be considered confidential and shall not be released by Contractor without the MHC's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the Executive Director or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Contract or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the MHC notice of such court order or subpoena.

(b) Contractor shall promptly notify Corporation should Contractor, its officers, employees, agents or subcontractor's be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Contract and the work performed thereunder or with respect to any project or property located within the Corporation. Corporation retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Corporation and to provide the opportunity to review any response to discovery requests provided by Contractor. However, Corporation's right to review any such response does not imply or mean the right by Corporation to control, direct, or rewrite said response.

(c) Contractor covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder.

Contractor further covenants that in the performance of this Contract, no person having such interest shall be employed by them as an officer, employee, agent or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the Corporation or the study area and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract or contracts with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the Corporation or the study area prior to the completion of the work under this Contract.

16. NOTICES

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

To Corporation:	Christine S. Caldwell Assistant Director of Redevelopment Montclair Housing Corporation 5111 Benito Montclair, CA 91763
To Contractor:	Allied Environmental Services 4570 Van Nuys Blvd. Suite 308 Sherman Oaks, CA 91403

17. ASSIGNMENT

The Contractor shall not assign the performance of this Contract, nor any part thereof, nor any monies due hereunder, without prior written consent of the Corporation. Because of the personal nature of the services to be rendered pursuant to this Contract, only Allied Environmental Services (responsible employee) shall perform the services described in this Contract.

Contractor's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Contract. Contractor shall provide Corporation fourteen (14) days' notice prior to the departure of the responsible employee from Contractor's employ. Should he leave Contractor's employ, the Corporation shall have the option to immediately terminate this Contract, within three (3) days of the close of said notice period. Upon termination of this Contract, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Corporation Council and the Contractor.

18. LICENSES

At all times during the term of this Contract, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Contract, including a City of Montclair business license.

19. GOVERNING LAW

The Corporation and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE CONTRACT

This Contract contains the entire understanding between the parties relating to the obligations of the parties described in this Contract. All prior or contemporaneous contract s, understandings, representations, and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21 CONFIDENTIALITY

Information and materials obtained by the Contractor from Corporation during the performance of this Contract shall be treated as strictly confidential and shall not be used by the Contractor for any purpose other than the performance of this Contract.

22. DISCRIMINATION

The Contractor agrees that no person shall be excluded from employment in the performance of this Contract on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Contractor agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

23. ATTORNEY FEES

In the event any legal action is commenced to enforce this Contract, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. AUTHORITY TO EXECUTE THIS CONTRACT

The person or persons executing this Contract on behalf of Contractor warrants and represents that he/she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

MONTCLAIR HOUSING CORPORATION

By:_____
Chair

Attest:

By:_____
Secretary

ALLIED ENVIRONMENTAL SERVICES

By:_____
(Title) COO 4/4/2012

By:_____ 4/5/12
(Title) Contracts Administrator

Allied Environmental Services
4570 Van Nuys Blvd., Suite 308
Sherman Oaks, CA 91403
818-781-2490
818-781-2496 Fax
CSLB # 653122
DOSH # 758

EXHIBIT "A"

Upon accepting this proposal, an agreement is hereby made between Allied Environmental Services, 4570 Van Nuys Boulevard, Suite 308, Sherman Oaks, CA 91403, hereinafter referred to as "Contractor" or "AES" and

Owner/Client: **City of Montclair – Montclair Housing Corporation**
5111 Benito Street
Montclair, CA.
Attn: Fabiola Preciado

Hereinafter referred to as the "Owner" and/or "Client".

Jobsite: **4791, 4811 & 4820 Canoga Street. Montclair, CA.**

Asbestos Survey:	Received	Specification:	None Received
Lead (Pb) Survey:	Received	Scope of Work:	Received
Microbial Survey:	None Received	Addendum:	None Received
Drawings:	None Received	Job Walk:	Attended

The Scope of Work (SOW) to be performed by Contractor is as follows:

- Remove and dispose of Asbestos Containing Exterior Stucco Material.
- Scrape, Remove and Dispose of Loose and Flakey Lead Based Painted Exterior Components.
- Remove and Dispose of Lead Based Painted Exterior Components.
- Staffing will consist of one (1) foreman and four (4) laborers.
- Proposed work schedule will take an estimated four (4) shifts.

Stucco Unit Prices	**$ 3.40 / S.F.**
Lead Paint Unit Prices	**$ 4.25 / L.F.**
Roof Penetration Mastic Unit Prices	**$ 85.00 / Each**
Lead Paint Chips Disposal	**$1,000.00**
Lead Painted Component Disposal	**$2,000.00**
Stucco/Roof Mastic Disposal	**$1,300.00**

Extent of exterior stucco removal and lead paint removal will be determined by "to be selected" General Contractor and City of Montclair, thus completing final cost associated with these proposed unit prices.

These costs include consumable materials, cost of labor based on non-prevailing wage rates, profit, overhead, taxes, and disposal fees. This price quote/proposal is valid for 60-calendar days unless otherwise revoked in writing by Contractor prior to acceptance by client/owner. If this proposal/contract is accepted after 60-calendar days, the proposal may be deemed to have expired by Contractor and/or Contractor may request or be entitled to an increase in the proposed quote/price due to escalation of costs or modifications of prevailing wage rate determinations realized in that time period.

Inclusions:

- Work to be performed in compliance with Cal/OSHA rules and regulations
- Cal/OSHA and/or NESHAP Notification(s) as required

Allied Environmental Service
4570 Van Nuys Blvd., Suite 308
Sherman Oaks, CA 91403
818-781-2490
818-781-2496 Fax
CSLB # 653122
DOSH # 758

- Work to be performed utilizing negative pressure via HEPA equipped negative-air units
- Vacuuming to be performed using HEPA equipped vacuum cleaners
- Cost of labor is based on eight (8) hour shift (3:00 p.m.-11:00 p.m.).

Exclusions; Abatement:

- 3rd party air monitoring or consulting Fees, testing or analytical services unless specified.
- Equipment.
- Materials not specified in this proposal.
- Replacement of materials removed unless specified.
- Repair of wall, flooring, and other materials and finishes in or adjacent to the work area(s).
- Manipulation of Tenant-Owned Items.
- Premium-time hours.
- Additional mobilization. Added mobilizations will be billed as additional work.
- Site Security or permanent/temporary fencing.

Time for completion: The work to be performed by Contractor pursuant to this Agreement shall be commenced on a date to be agreed, and shall be substantially completed within () business days.

Commencement of work shall be defined as the arrival of Contractor staff to the worksite and the preparation of the worksite for abatement work.

Mobilization and Materials fees: AES requires a down payment (mobilization/materials fee) prior to the job start for the purchase of permits, equipments and materials used in the execution of the referenced work. (By California law, 10% of the purchase price or $1,000.00, whichever is less)

Hours of Work:
The labor cost used to calculate this proposal/contract is based on standard work hours. Regular work hours are 8-hours/shift, Monday through Friday, from 7:00 to 16:00 daily. No provisions for premium time or for shifts exceeding eight-hour or forty-hour work weeks are offered here unless specified. Should the client/owner request work in excess of an eight-hour day or a forty-hour work-week, a written request must be submitted to the project manager of record. Additional costs of labor with fee will apply to additional overtime or premium hour work. No premium work will be executed unless the client/owner agrees in writing to compensate the contractor per the written agreement.

Balance upon completion of work:
Upon satisfactory payment by Client being made for any portion of the work performed by Contractor, the Contractor shall, prior to any further payment being made, furnish to the Owner/Client a full and unconditional release from any claim or mechanic's lien pursuant to Section 3114 of the California Civil Code, for that portion of the work for which payment has been made.

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CSLB # 653122
DOSH # 758

If any payment is not paid on time, the Contractor may bill the maximum annual interest rate allowable by California law.

TERMS & CONDITIONS

CONTRACTUAL

1. **Retention:** No retention shall be withheld for this project.
2. **Delays:** The Contractor reserves the right to stop work if the Owner/Client fails to make agreed payments and the Contractor shall not be penalized or charged for costs incurred as a result of the failure of the Owner/Client to make payments when due. Furthermore, the Contractor agrees to start and diligently pursue work through completion but shall not be responsible for delays for any of the following reasons:
    a. Failure of the acquisition, approval or issuance of any necessary building or regulatory permits within a reasonable length of time
    b. Acts of neglect or omission of Owner/Client or Owner/Client's employees or Owner/Client's agents, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, other Contractors, extra work ordered by Owner/Client, acts of public enemy, riots or civil commotion
    c. Inability to secure material through regularly recognized channels, imposition of government priority or allocation of material
    d. Delays caused by consultants, inspectors, inspection or changes ordered by the inspectors of authorized regulatory, third-party, or government bodies, or other causes beyond Contractor's reasonable control
    e. The Contractor is not responsible for delays caused by inclimate weather such as rain or high wind (Santa Ana) conditions and will be afforded additional time should rain or wind conditions affect progress on a job
3. **Owner/Client Information:** By signing this document, you authorize AES to verify any and all credit worthiness of you and/or the organization you represent. Furthermore, any misrepresentation you make as to your identity and/or identity of the organization you represent will be considered an act of fraud.
4. **Attorney's Fees:** The prevailing party shall be entitled to attorney fees in any action or proceeding arising out of this agreement and/or any action or adversarial proceeding to enforce a judgment based on a cause of action arising out of this agreement if found to be the prevailing party.
    a. In the event of litigation or collection, the non-prevailing party agrees to pay all attorney fees, court costs, and pre-judgment interest at the maximum rate allowable by California State Law.
    b. The non-prevailing party agrees to pay all attorneys fees and costs in the event that this account and/or contract is subject to a dispute.
    c. The non-prevailing party agrees to pay all attorney fees and costs incurred to enforce this contract.

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5. **Invalid Void or Unenforceable Terms:** If any of the provisions of this agreement are held by a Court of jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nonetheless continue in full force and effect without being impaired or invalidated in any way.
6. **Limit of Liability:** The Contractor's total liability shall be limited to the proposed total contract value of this contract.
7. **Acceptance of Work:** The Owner/Client duly authorized representative is responsible for being present if requested, during the last day of work and signing a "Notice of Completion" and providing final payment.
8. **Time & Materials Contracts:** Time and Materials Contracts (T&M) shall be billed based on the services provided. Billing will be based on the referenced labor rates as described by worker category or classification, consumable materials costs, waste fees, services, and other costs realized by the contractor.
    a. The owner or his/her representative is responsible to verify and authorize by signature the Contractor's "Field Time and Materials Form" daily.
    b. Verification and authorization of labor expended and materials used to perform work daily is the sole responsibility of the owner or his/her representative.
    c. Failure of the owner to supply management or representation at the site of the work for verification of work performed or materials expended, as referenced in this proposal, shall not be cause for delay to the Contractor.
    d. Negotiation of rates for labor, materials, and services after the acceptance of this proposal shall not occur.
    e. Disputes of time, rates, or other costs shall be raised immediately upon recognition and brought to the attention of AES management in writing as they arise.
9. **Additional Work:** If additional asbestos-containing materials (ACM), lead, Lead-Based Paint (LBP), or microbial growth is encountered, that is not defined in the scope of work, during the execution of the work, the Contractor shall stop work and notify the Owner/Client. The removal of additional items or materials shall be performed as change order work or work under a separate contract.
10. **Changes in the Work:** Should the Owner/Client direct any modification or addition not covered by this contract, the contract price shall be adjusted accordingly to compensate the Contractor for cost incurred, and overhead and profit on the cost. Modification or addition to the work shall be executed only when a Written Change Order has been accepted and signed by both the Owner/Client and the Contractor.
11. **Subrogation:** Contractor shall not be subject to any insurance subrogation and the Client will be fully responsible for any type of subrogation.
12. **Right to Stop Work:** Contractor shall have the right to stop work if:
    a. Any payment has not been made when due to Contractor, or if Contractor reasonably believes that payment shall not be made when due to Contractor under this agreement; Contractor may keep the job idle until all payments due are received.

b. Access to work area(s) is impeded or limited in such a way as to hamper, impact or prevent work from being performed efficiently.

c. The Contractor is impacted or delayed by other trades, conditions, or occurrences.

13. **Existing Hazards:** AES will not be responsible for any existing potential health hazards. Specifically, AES will not be responsible for the cleaning of any human and/or animal excrement or urine. If excrement or urine is present on any surface to be worked on or present in the immediate area where work is to be performed (porch, balcony, walkway, or any other area within 6 feet of work area), the Owner/Client will be responsible for thoroughly cleaning such surfaces or areas prior to AES commencement of work. If the Owner/Client does not clean such areas, AES will not perform any work on those areas and not subtract any dollar amount from this contract.

14. **Contract Dates:** The latest or last version of any signed proposal, as indicated by date or transmission date shall be the only valid agreement and supersedes previous versions of proposals.

15. **California Mechanic's Lien Law**: any Contractor, subcontractor, laborer, supplier or other person or entity who helps to improve your property, but is not paid for his/her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in a court of law to obtain payment. This means that after a court ruling against you, a court officer could sell your home, land, and/or property and the proceeds of the sale used to satisfy your contractual obligation to AES.

REGULATORY

1. **Permits:** Allied Environmental Services shall be responsible for required NESHAP permits. The Owner/Client will be solely responsible for any other work and/or permits that the City and/or any other jurisdiction may require relating to work other than specified in this agreement.

2. **Regulated Work Area:** In order to avoid contamination and/or injury, no party including the Owner/Client shall at any time enter any interior or exterior work area that is fully and/or partially contained. The only exception that will be made is for valid and proper government authorities (OSHA, Health Departments, etc.) but valid government authorities must first check in with the site supervisor and sign a release of liability in case they are injured and/or exposed to hazardous materials.

3. **Other Contractors:** Unless specified within this contract, the Owner/Client understands and agrees that no other Contractor, under any circumstances, shall visit the premises or conduct work while AES is performing work. No exceptions shall be made.

4. **Regulated Waste:** The facility Owner/Client is to sign and authorize all regulated waste shipping manifests or bill-of-ladings at the beginning of the project. The Owner/Client or Owner/Client agent will be responsible for making him or herself available at the time of waste pick-up.

    a. Under California and Federal law, it is the direct responsibility of the Generator to determine and declare that waste generated from the Generator's property or

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building(s) is regulated or not regulated as waste; and to further declare the type of waste pursuant to 49 CFR 171-179 and Chapter 12, Title 22, CCR, Division 4.5.

b. Hazardous waste is to be shipped utilizing a hazardous waste manifest. The Contractor will provide appropriate manifests when required. It is the Owner's responsibility to inform the Contractor of the EPA Generator Number, legal name and address of the generator, the address of the facility and be available to sign manifests at the time of waste shipment pickup.

TECHNICAL

1. **Utilities:** The Owner/Client is responsible to supply safe and adequate electrical utilities, water, and restroom facilities to the worksite as required by the Contractor to operate required equipment, machinery, and to perform the referenced work.
2. **Negative Air Exhaust:** Windows may need to be removed to provide exhaust ports for the use of negative air machines dependent upon the type of operation being performed. It is the Owner/Clients responsibility to provide glaziers to remove and install windows, and to support the operation at no cost to the Contractor.
3. **Accessibility of Materials:** Inaccessible, buried, or otherwise trapped materials that are not specified in this proposal or defined in the specification for removal are not included in the scope of work.
4. **Existing Utilities/cabling:** If AES moves any type of gas line, water line, conduit, cable or phone jack in order to access or move an appliance, water heater and or building component, AES will not be held liable for the integrity of the utility connection or leaks or failure of the connection following the work.
    a. The Owner/Client accepts full responsibility for testing and proving that any electrical device, cable, water line, gas line, conduit or fixture works prior to Contractor commencement. This includes but is not limited to any heater, air conditioner, appliance, light bulb, switch, outlet, timer or electronic apparatus.
5. **Prior Damage and/or Contamination:** AES will not be responsible for any pre-existing conditions, contamination, or damage at the project including but not limited to building finishes, materials, components, machinery, lighting, etc.
6. **Damage to finishes:** By signing this document, Client understands that AES may use masking tape, duct tape, spray-glue, staples, screws and plastic to erect critical barriers and to seal off work areas. When adhesives, staples and screws are removed, cosmetic damage to the finish surfaces may occur. AES shall not be responsible to patch or fix any damaged surface or building material(s).
7. **Oversight:** The Owner/Client and/or the Owner/Client's qualified agents will be given sufficient opportunity (excluding contained areas) to review the work performed. At most, this will be at the end of every workday but shall not occur during the course of the workday. Any deviation from this can and shall be considered grounds for the Contractor stopping all work without penalty and entitle Contractor to additional compensation. The Contractor considers this to be

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a severe impediment to work and possibly harassment. Videotape or any other form of recording Contractor's work or workers is strictly prohibited. Unless specified in writing by the AES, no exceptions will be made.

8. **Independent Consultant:** The Owner/Client shall be responsible for selecting, hiring, and paying independent consultants for project monitoring or air sampling services. The Owner/Client will disclose the name, address, and phone number of any hired consultants no later than two (2) calendar days prior to the commencement of work to be performed. The client/owner is responsible for notifying and coordinating consultants to support the abatement work.

    a. The owner/client's consultant shall conduct clearance air sampling no more that seventy-two (72) hours after the abatement work is completed in a work area.

    b. The contractor is not responsible to repair critical barriers or to inspect and maintain containments systems and equipment after seventy-two (72) hours following cessation of removal and cleaning activities in a work area. Additional charges will be applied to contracts if repairs or maintenance services are requested or required.

    c. The contractor is not responsible to reclean a work area if fungal airborne sampling is conducted and reported negatively when the air samples are collected more than seventy-two (72) hours after work is completed by the Contractor.

9. **Post Remedial Air Sampling:** If the Owner/Client chooses to have final air clearances/post-remedial air sampling performed, the Owner/Client shall notify AES in writing, no later than one calendar day, of the exact time a consultant will take air samples. If this is not done, AES will not be responsible for removing plastic, duct tape or any other barriers left behind in/on any part of the project location.

10. **Air Sampling Concentrations**: Clearance or post remedial air sampling protocols, procedures, methods, must clearly be stated and the target level of clearance (regulatory) or levels of airborne particulates to be present following remedial activities must be described in writing prior to the submission of this proposal. Post-remedial air sampling airborne particulate targets, goals, or concentrations expressed by Owner/Client agents following the acceptance of this proposal will not be honored.

11. **Analytical Reports**: The Owner/Client agrees to provide AES with any and all third-party consultant's reports, bulk sample, and/or waste stream characterization data within 24 hours of Owner/Client receiving any such results or reports. The Owner/Client authorizes AES to obtain any reports or results directly from the consultant.

12. **Force Majeure:** AES views the acts of consultants whose specifications/work plans are not incorporated into bid documents or specifications used by the Contractor to estimate this proposal as Force Majeure, and as such, is not bound by their rulings, directives, opinions, recommendations, or instructions.

13. **Supply of Materials:** If the Owner/Client is to supply any material as part of this agreement, the Owner/Client shall be responsible for ordering, transporting, and ensuring that such material shall be the proper size and/or color. If not, the Contractor will charge additionally for any labor and material necessary to install such material properly at a rate of $65.00 per

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manhour. Furthermore, the Contractor will additionally charge for any transportation time incurred to select and/or order proper materials at the same rate.

14. **Owner/Client's Tools:** At no time is the Owner/Client to bring, mix, or leave behind his/her tools at the work site. AES shall not be responsible for replacing such items that are claimed to be lost or are stolen from any work area.

15. **Contractors Tools & Equipment:** Tools and equipment supplied to the work area(s) is under the control and/or property of the Contractor. At no time is the Owner/Client to use or borrow Contractor's equipment without express written consent of the Contractor. The Contractor is not responsible for Client/Owner or Client/Owner agent accidents, damage or misuse for the unauthorized use of Contractor's equipments or tools.

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You, the Owner/Client, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction, however if Owner/Client hereby declares an asbestos or environmental emergency, the Owner/Client waives the right to rescind.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board that has jurisdiction to investigate complaints against Contractors if a complaint is filed. Allied Environmental Services' license number is #653122.

I have fully read, understand and agree to all terms and conditions contained in this agreement.

Owner/Client and/or authorized representative to complete the following:

Individual accepting proposal (signature)	Allied Environmental Services Company
Individual accepting proposal (printed)	Proposal by (signature)
Title	John C. Adams Proposal by (printed)
Company/Representing	Project Manager Title
TIN or SSN	April 2, 2012 Date
Date	
EPA Generator # (if applicable)*	

-Please authorize this document by signing each page and the acceptance on the last page and return to AES via mail/facsimile.

*- For residential asbestos work where friable (hazardous) waste is generated, hauled, and disposed of in the execution of this contract, the standard California EPA Generator Identification Number (EPA ID#) issued for all residential structures in the state of California, CAD981400518 will be utilized for labeling and shipping.

For commercial and industrial projects, the Generator (legal facility owner) is responsible for obtaining a temporary or permanent EPA ID # for the project facility and providing it to AES prior to job start. If you do not have a permanent ID # and need a temporary 90-day ID # call the California Department of Toxic Substances Control (DTSC) automated helpline phone number for EPA ID # acquisition at 1-800-618-6942 and follow the instructions.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

LEGENDS ENVIRONMENTAL INS.SVCS,LLC
2165 N GLASSELL STREET
ORANGE, CA 92865
LICENSE #0C79875

CONTACT NAME: Ruth Star
PHONE (A/C, No, Ext): 714-923-4288 FAX (A/C, No): 714-923-4011
E-MAIL ADDRESS: ruth@legends-enviro,com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CHARTIS SPECIALTY INSURANCE CO.	26883
INSURER B: COMMERCE & INDUSTRY INSURANCE CO.	19410
INSURER C: STATE COMPENSATION INS. FUND OF CA	35076
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

ALLIED INDUSTRIES, INC.
DBA: ALLIED ENVIRONMENTAL SERVICES
11333 VANOWEN STREET
NORTH HOLLYWOOD, CA 91605

COVERAGES **CERTIFICATE NUMBER:** 103515 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	PROP1369669	11-29-2011	11-29-2012	EACH OCCURRENCE	$ $1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ $5,000
	[X] CONTRACTORS POLLUTION LIAB.						PERSONAL & ADV INJURY	$ $1,000,000
	[X] PROFESSIONAL LIABILITY						GENERAL AGGREGATE	$ $2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ $2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY	X		CA4960982	11-29-2011	11-29-2012	COMBINED SINGLE LIMIT (Ea accident)	$ $1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			PROU0791169	11-29-2011	11-29-2012	EACH OCCURRENCE	$ 9,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 9,000,000
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1962721-2011	11-29-2011	11-29-2012	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ $1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE POLICY LIMIT	$ $1,000,000
A	CONTRACTORS POLLUTION AND PROFESSIONAL LIABILITY	X	X	PROP1369669	11-29-2011	11-29-2012	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY OF MONTCLAIR AND ANY AND ALL OF ITS EMPLOYEES, OFFICIALS AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED ON A PRIMARY BASIS WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

RE: AGREEMENT NO. 12-23 FOR THE 4791, 4811 AND 4820 CANOGA ST. IMPROVEMENT PROJECT.

CERTIFICATE HOLDER

CITY OF MONTCLAIR
5111 BENITO STREET
PO BOX 2308
MONTCLAIR, CA 91763

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT NO. 8

This endorsement effective 12:01 AM November 29, 2011

Forms Part of Policy No: PROP 1369669

Issued to: ALLIED INDUSTRIES INC. DBA
ALLIED ENVIRONMENTAL SERVICES

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED/PRIMARY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND
CONTRACTORS POLLUTION AND PROFESSIONAL LIABILITY POLICY

In consideration of an additional premium of $ INCLUDED it is hereby agreed that the following is included as an Additional Insured as respects Coverage A and B but only as respects liability arising out of **your work** for the Additional Insured by or for you.

Additional Insured:
Blanket Where Required by Written Contract

The City Of Montclair and any and all of its employees, officials and agents

RE: Agreement No. 12-23 for the 4791, 4811 and 4820 Canoga St. Improvement Project.

This does not apply to **bodily injury or property damage** arising out of the sole negligence or willful misconduct of, or for defects in design furnished by, the Additional Insured.

As respects the coverage afforded the Additional Insured, this insurance is **primary and non-contributory**, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent, or on any other basis.

This endorsement does not increase the Company's limits of liability as specified in the Declarations of this policy.

All other terms, conditions, and exclusions shall remain the same.

Authorized Representative
Or countersignature (in state where applicable)

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PAGE 1 OF 1

AGENDA REPORT

SUBJECT: CONSIDER AWARD OF CONTRACT TO GENTRY BROTHERS, INC., IN THE AMOUNT OF $160,484

CONSIDER APPROVAL OF AGREEMENT NO. 12-25 WITH GENTRY BROTHERS, INC., FOR CONSTRUCTION OF THE CARLTON STREET IMPROVEMENT PROJECT

CONSIDER AUTHORIZATION OF A $20,000 CONSTRUCTION CONTINGENCY

DATE: April 16, 2012

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: STA650

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Awards of contracts and agreements with the City require City Council approval.

BACKGROUND: The City Council, at its December 5, 2011 meeting, authorized staff to advertise for bids for construction of the Carlton Street Improvement Project.

The Carlton Street Improvement Project is intended to provide street improvements to an area of the City that was annexed on October 24, 2006. Street improvements include new curb, gutter and sidewalk; a new sewer system; street lighting; and new asphalt pavement.

On Thursday, April 5, 2012, the Deputy City Clerk received and opened 12 bid proposals for construction of the Carlton Street Improvement Project. The bid results are shown on the following page.

Following the bid opening, the 12 bid proposals were reviewed for completeness and accuracy. The bid proposal of the apparent low bidder, Gentry Brothers, Inc., provided all the required documents and was deemed the lowest responsible, responsive bidder for the project. Gentry Brothers, Inc., has performed several street improvement projects within the City and is known to have the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications.

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

Proofed by: _____ Presented by: _____

Contractor	*Bid Amount*
Gentry Brothers, Inc.	$160,484.00
Hillcrest Contracting, Inc.	$171,993.00
TSR Construction, Inc.	$179,850.00
Kormx, Inc.	$180,370.00
Tyner Paving Company	$183,295.15
Palp, Inc., DBA Excel Paving Co.	$187,736.20
Sequel Contractors, Inc.	$189,945.00
Laird Construction Co., Inc.	$208,749.00
All American Asphalt	$209,000.00
Elite Companies US, Inc.	$216,656.59
Engineer's Estimate	$225,000.00
E.C. Construction	$258,493.10
EBS General Engineering, Inc.	$278,460.00

FISCAL IMPACT: The project is funded by the Community Development Block Grant (CDBG) with minimal Measure I funds.

RECOMMENDATION: Staff recommends the City Council take the following actions related to the Carlton Street Improvement Project:

1. Award a contract to Gentry Brothers, Inc., in the amount of $160,484.
2. Approve Agreement No. 12-25 with Gentry Brothers, Inc.
3. Authorize a $20,000 construction contingency.

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor by and between **Gentry Brothers, Inc.,** hereinafter referred to as "CONTRACTOR," and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

(i) Pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice.

(ii) CITY did accept the bid of CONTRACTOR.

(iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:

CARLTON STREET IMPROVEMENT PROJECT

A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
CDBG#108-37105/3622

"PROJECT" hereinafter.

B. Resolution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.

3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount

specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

4. INSURANCE: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of § 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Public Liability - Bodily Injury (not auto) $1,000,000 each person; $2,000,000 each accident.

(2) Public Liability - Property Damage (not auto) $500,000 each accident; $1,000,000 aggregate.

(3) Contractor's Protective - Bodily Injury $1,000,000 each person; $2,000,000 each accident.

(4) Contractor's Protective - Property Damage $500,000 each accident; $1,000,000 aggregate.

(5) Automobile - Bodily Injury $1,000,000 each person; $2,000,000 each accident.

(6) Automobile - Property Damage $500,000 each accident.

c. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:

(1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;

(2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.

d. Each such policy of insurance provided for in paragraph b. shall:

(1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California;

(2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;

(3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(5) Otherwise be in form satisfactory to CITY.

e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraphs a. and b., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.

5. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or

damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.

c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Money due to the CONTRACTOR under and by virtue of the contract, as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

6. NONDISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

7. INELIGIBLE SUBCONTRACTORS: The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777.1 and § 1777.7 of the Labor Code.

8. CONTRACT PRICE AND PAYMENT: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **April 5, 2012**.

9. ATTORNEYS' FEES: In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

10. HUD FEDERAL LABOR STANDARDS: Labor Standards (HUD form 4010) apply to this project and are attached.

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

CITY:

CITY OF MONTCLAIR, CALIFORNIA

_____
Paul M. Eaton
Mayor

ATTEST:

_____
Yvonne L. Smith
Deputy City Clerk

_____
Date

CONTRACTOR:

GENTRY BROTHERS, INC.
384 Live Oak Avenue
Irwindale, CA 91706

_____
Name

_____
Title

_____
Name

_____
Title

_____
Name

_____
Title

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 12-26 WITH THE COUNTY OF SAN BERNARDINO FOR ALLOCATION AND EXPENDITURE OF JUSTICE ASSISTANCE GRANT PROGRAM FUNDS	DATE:	April 16, 2012
		SECTION:	AGREEMENTS
		ITEM NO.:	4
		FILE I.D.:	PDT362
		DEPT.:	POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-26 with the County of San Bernardino for the allocation and expenditure of Justice Assistance Grant (JAG) Program funds.

A copy of proposed Agreement No. 12-26 is attached for the City Council's review and consideration.

BACKGROUND: The Police Department has been notified it is eligible to receive a $15,392 JAG award. The JAG Program requires that the state's allocation for municipal agencies in the region be distributed and administered directly through San Bernardino County. The San Bernardino County Board of Supervisors, acting in its capacity as JAG Program Administrator, shall disburse appropriate grant allocations to eligible jurisdictions, less a 5 percent administrative fee as allowable under JAG guidelines. Such appropriations must be made within 60 days of receipt of grant funds by the JAG Program Administrator.

JAG moneys are for the exclusive use of law enforcement services and programs. These moneys shall supplement existing services and shall not be used to supplant any existing funding for law enforcement services.

The Police Chief is requesting current funding be appropriated to purchase mobile video recorders for the Patrol fleet.

FISCAL IMPACT: Approval of proposed Agreement No. 12-26 would result in a $14,622 JAG Program fund allocation to the Police Department's Fiscal Year 2012-13 Budget. The San Bernardino County Board of Supervisors, acting in its capacity as JAG Program Administrator, would retain a 5 percent administrative fee of $770.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-26 with the County of San Bernardino for the allocation and expenditure of Justice Assistance Grant Program funds.

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

INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF APPLE VALLEY, THE CITIES OF ADELANTO, BARSTOW, CHINO, COLTON, FONTANA, HESPERIA, HIGHLAND, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, VICTORVILLE, AND THE COUNTY OF SAN BERNARDINO, CA

CONCERNING DISTRIBUTION OF THE
2012 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this _____ day of _____, 2012, by and between THE COUNTY OF SAN BERNARDINO, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWN (hereinafter referred to as "TOWN") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Council and City Councils, all of whom are situated within the County of San Bernardino, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of TOWN's and CITIES' programs during the entire permissible duration of said programs; and TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWN and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

WHEREAS, the TOWN, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and TOWN and CITIES agree as follows:

Section 1.

COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of the TOWN's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWN and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

Section 3.

TOWN and CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 4.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against TOWN and/or CITIES other than what is authorized by law.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

TOWN OF APPLE VALLEY, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

COUNTY OF SAN BERNARDINO, CA

_____
Josie Gonzales
Chair, County Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

*Jean-Rene Basle
County Counsel

by: _____
Steven J. Singley, Deputy

*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF ADELANTO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF BARSTOW, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF CHINO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF COLTON, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF FONTANA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF HESPERIA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF HIGHLAND, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF MONTCLAIR, CA

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Edward C. Starr
City Manager

ATTEST:

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Yvonne L. Smith
Deputy City Clerk

APPROVED AS TO FORM:

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Diane E. Robbins
City Attorney

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CITY OF ONTARIO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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CITY OF RANCHO CUCAMONGA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF REDLANDS, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF RIALTO, CA

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City Administrator

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF SAN BERNARDINO, CA

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF UPLAND, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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CITY OF VICTORVILLE, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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2012 Justice Assistance Grant
APPENDIX 1

Jurisdiction	Formula-based Allocation	5% Admin Fee	Award Amount
San Bernardino County	$ 90,844	$ (4,542)	$ 86,302
Adelanto	$ 17,872	$ (894)	$ 16,978
Apple Valley	$ 20,250	$ (1,013)	$ 19,237
Barstow	$ 19,866	$ (993)	$ 18,873
Chino	$ 16,159	$ (808)	$ 15,351
Colton	$ 16,901	$ (845)	$ 16,056
Fontana	$ 63,562	$ (3,178)	$ 60,384
Hesperia	$ 21,989	$ (1,099)	$ 20,890
Highland	$ 18,869	$ (943)	$ 17,926
Montclair	$ 15,392	$ (770)	$ 14,622
Ontario	$ 57,375	$ (2,869)	$ 54,506
Rancho Cucamonga	$ 27,537	$ (1,377)	$ 26,160
Redlands	$ 18,639	$ (932)	$ 17,707
Rialto	$ 40,832	$ (2,042)	$ 38,790
San Bernardino	$ 143,335	$ (7,167)	$ 136,168
Upland	$ 13,474	$ (674)	$ 12,800
Victorville	$ 54,895	$ (2,745)	$ 52,150
Total	$ 657,791	$ (32,891)	$ 624,900

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 12-2944 DETERMINING THE STATUS OF LOCAL SAFETY EMPLOYEE ZACHARY LEONARD MEJIA

DATE: April 16, 2012
SECTION: RESOLUTIONS
ITEM NO.: 1
FILE I.D.: PER600
DEPT.: ADMIN. SVCS.

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

BACKGROUND: Zachary Leonard Mejia was hired as a Police Officer Trainee on July 2, 1990, and was appointed to a regular Police Officer position on November 5, 1990. He remained in this position throughout his career with the Montclair Police Department; and in July 2010, he went off work alleging job-related stress.

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

Date of Injury	*Description of Injury*
3.31.91	Employee sustained a lower neck strain when his police vehicle was struck from behind by a drunk driver.
4.18.93	Employee injured his right knee during a foot pursuit of a suspect.
9.23.98	Employee injured his right knee after colliding with a vehicle while riding his assigned motorcycle.
7.14.99	Employee was stung by a bee on the neck and hand during his scheduled shift.
11.17.04	Employee sustained injury to multiple body parts after falling off his motorcycle during a pursuit.
10.08.05	Employee fell and sustained injury to his left shoulder and elbow when his motorcycle got caught on a chain fence.

Prepared by: Gary E. Chan
Proofed by: Kathy Dalton
Reviewed and Approved by:
Presented by:

11.08.05	Employee sustained an injury to his left thigh after attempting to prevent his motorcycle from falling.
7.30.09	Employee began to feel dizzy, lightheaded, and started experiencing chest pain during his scheduled shift.
10.16.09	Employee sustained an injury to his right hand when his gun retracted during a training exercise at the shooting range.
7.21.10	Employee claimed a continuous trauma injury as a result of work-related stress.
10.21.10	Employee claimed a psychological injury as a result of work-related stress.

In October 2010, Mr. Mejia was sent to Dr. Victoria Havassy for a fitness-for-duty evaluation. He was previously seen by Dr. Havassy in September 2009 for a fitness-for-duty evaluation based on his complaints in July 2009. On October 22, 2010, Dr. Havassy issued her fitness-for-duty evaluation report, which contained the following statement: "Based on the totality of information provided and generated for and from both evaluations and over a one-year period, it is my opinion that Mr. Mejia continues to be emotionally unstable and is thus not considered psychologically fit for duty as an armed police officer."

In February 2011, Mr. Mejia retained an attorney to represent him on his 2010 Workers' Compensation stress claims. He was scheduled to be evaluated by a Qualified Medical Examiner (QME) on March 29, 2012, although his attorney canceled the appointment for this medical evaluation. The appointment with the QME was rescheduled to May 25, 2011, although once again Mr. Mejia's attorney canceled the appointment. In November 2011, Mr. Mejia retained a new attorney at which time a fitness for duty and Agreed Medical Evaluation (AME) was scheduled with Dr. Feldman. In January 2012, Dr. Feldman conducted his evaluation of Mr. Mejia and made the following determination: "Mr. Mejia is considered incapable of returning to his usual and customary work as a police officer for the City of Montclair Police Department." Dr. Feldman also determined that Mr. Mejia is a Qualified Injured Worker (from a psychiatric perspective); that his condition is considered permanent and stationary as of January 10, 2012; and that he is eligible for an industrial disability retirement.

Mr. Mejia submitted his application for industrial disability retirement to CalPERS in March 2012.

FISCAL IMPACT: CalPERS requires employers to make "advanced disability pension payments" (ADPP) to safety members who have qualified for benefits under Labor Code Section 4850 and have submitted an application for industrial disability retirement. The employer is required to pay the ADPP to the member until he/she begins receiving his/her retirement benefits directly from CalPERS or until the application for disability retirement is denied. Once the employee's disability retirement benefits commence, CalPERS will reimburse the employer for the payments made.

If proposed Resolution No. 12-2944 is approved, the City will pay the ADPP to Mr. Mejia in the amount of $2,088.59 per month beginning the week of April 30, 2012.

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

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 12-2944 determining the status of local safety employee Zachary Leonard Mejia.

RESOLUTION NO. 12-2944

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

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

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

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

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

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

BE IT FURTHER RESOLVED that the City Council does hereby find and determine that Zachary Leonard Mejia is incapacitated for performance of the usual duties of the position for other California Public Agencies in CalPERS.

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

BE IT FURTHER RESOLVED that neither Zachary Leonard Mejia nor the City of Montclair has applied to the Workers' Compensation Appeals Board for a determination pursuant to Section 21166 as to whether such disability is industrial.

BE IT FURTHER RESOLVED his last day on pay status is February 22, 2012.

BE IT FURTHER RESOLVED that Advanced Disability Pension Payments (ADPP) will be made. The payments will be made in the amount of $2,088.59 per month, with the first payment of $2,088.59 being mailed the week of April 30, 2012. These ADPPs will continue on a monthly basis until the City is notified by CalPERS that Zachary Leonard Mejia's retirement benefits have begun.

BE IT FURTHER RESOLVED that the member's primary disabling condition is psychological (cognitive).

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

APPROVED AND ADOPTED this XX day of XX, 2012.

_____
Mayor

ATTEST:

_____
Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 12-2944 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 CODE ENFORCEMENT COMMITTEE HELD ON TUESDAY, MARCH 19, 2012, AT 6:00 P.M. IN THE CITY HALL CONFERENCE ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Council Member Paulitz called the meeting to order at 6:00 p.m.

II. ROLL CALL

Present: Council Member Paulitz, Council Member Dutrey; City Manager Starr; Director of Community Development Lustro, Police Chief Jones; City Attorney Robbins

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meeting of February 21, 2012

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of February 21, 2012.

IV. PUBLIC COMMENT

None.

V. OLD BUSINESS

A. Director of Community Development Lustro discussed language changes made to the proposed amended Municipal Code section, Chapter 11.74 (Yard Sales), which includes transitioning yard sales from any three days to designated weekends.

The Committee discussed yard sale signs and reviewed a sample sign. Director of Community Development Lustro contacted Colby Poster Printing regarding printing yard sale signs and received a very reasonable price quote. The Committee decided that two signs should be issued with the yard sale permit and the applicant could purchase a maximum of two additional signs, for a total of no more than four signs per yard sale location, with the idea that

the cost of having the signs printed will be defrayed if not completely recovered through the sale of the additional two signs to each applicant at the cost of $1.00 each.

Council Member Paulitz asked where the signs would be placed. Community Development Director Lustro said the intent is to prepare a handout summarizing the "do's" and "don'ts."

Other major language changes include the fee schedule for violations and the requirement that the property owner be on-site during all hours of the yard sale.

Council Member Dutrey suggested public education and a grace period. Director of Community Development Lustro suggested continuing the current yard sale rules through July 31, 2012, with the new rules being effective August 1, 2012. He added that public education would include inserts in utility bills, handouts to all yard sale applicants prior to the effective date of the Ordinance, information on the City's website and also in the Inland Valley Daily Bulletin.

Council Member Paulitz asked about community-sponsored yard sales. Police Chief Jones stated that Monterey Manor holds an annual yard sale. City Manager Starr asked about churches. Director of Community Development Lustro replied that mobile home parks would be required to observe the same rules as other residential properties, and churches may have a yard sale with a "Special Outdoor Event" permit, which would not require the property owner to be on-site during the event.

City Manager Starr confirmed that staff will be putting the dates on the sign and suggested color coding the signs with a colored dot, minimizing the chances that signs would be re-used.

Council Members Dutrey and Paulitz commented they approved of the language changes. The Committee directed to staff to prepare the Ordinance for consideration by Council in May, thereby giving residents about a two-month notification period.

Director of Community Development Lustro stated that he will include a request in the 2012-13 budget for the printing of yard sale signs.

Director of Community Development Lustro introduced discussion regarding an Ordinance allowing temporary promotional banners on the former Broadway/Macy's building at Montclair Plaza. He, City Manager Ed Starr and Public Works Director Marilyn Staats met recently with General Manager Scott Lewis, Sandra Sigman (representing mall owner Cushman Wakefield), and Carmen Spinoso and Gala Romano from Spinoso Real Estate Group, which is the mall's leasing agent. Mr. Spinoso expressed an interest in

promoting the Plaza's completed interior renovation and the mall's current tenants by displaying temporary banners/graphics on the basket-weave portion of the former Broadway/Macy's building on a temporary basis. The Ordinance would require a permit to be issued and does not have the usual time limit of 90 days; rather, banners/graphics would be allowed to be displayed through April 30, 2013 or commencement of demolition of the vacant former department store, whichever occurs first. The Committee expressed its support for the proposed Ordinance.

VI. NEW BUSINESS

Council Member Paulitz commented that he observed two vehicles parked on unpaved surfaces at 9925 Greenwood Avenue and it appears they have been there for awhile.

VII. DISTRIBUTION OF LIST OF PROBLEM PROPERTIES / Q&A

Community Development Director Lustro stated that a current list of problem properties is included in the agenda packet for the Committee's reference and asked if there were any questions.

Discussion regarding 5564 Hawthorne Street followed; this is a situation where one of the residents passed away, the surviving spouse was a hoarder with a large family of cats, the property was overgrown and infested with rats. However, the family stepped in along with a large contingent of volunteers and cleaned and painted the house and cleared the overgrown vegetation. The cats were collected by the Inland Valley Humane Society to be placed for adoption, and the rats were exterminated.

Council Member Dutrey asked about the status of the former Long John Silver's location. Director of Community Development Lustro responded that someone came to the counter recently inquiring about the cost of installing a grease interceptor and the cost proved too prohibitive for that person. Council Member Dutrey asked about a nationally known restaurant wanting that location who would demolish the old building; he suggested keeping track of the costs that Code Enforcement expends to abate vandalism and maintain the building and to put a lien against the property. Director of Community Development Lustro stated that staff has talked to a few people interested in the location. The entire property had a project approved in 2005, which was too ambitious to survive the subsequent economic downturn, so it was never built.

VIII. NEXT MEETING

The next Code Enforcement Committee meeting is scheduled for Monday, April 16, 2012, at 6:00 p.m. in the City Hall Conference Room.

IX. ADJOURNMENT

At 6:40 p.m., Council Member Paulitz adjourned the Code Enforcement Committee.

Submitted for Code Enforcement Committee approval,

Laura Berke

Laura Berke
Administrative Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR PERSONNEL COMMITTEE HELD ON MONDAY, APRIL 2, 2012, AT 8:29 P.M. IN THE CITY ADMINISTRATIVE OFFICES, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:29 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of March 19, 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 19, 2012.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 8:30 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/ terminations, and evaluations of employee performance.

At 8:54 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:54 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

Edward C. Starr
City Manager

CITY OF MONTCLAIR

TREASURER'S REPORT

FOR THE MONTH ENDING

March 31, 2012

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STATEMENT OF CASH AND INVESTMENT ACCOUNTS

GRAPH
CASH AND INVESTMENTS BY ACCOUNT

SCHEDULE 1

CITY OF MONTCLAIR
STATEMENTS OF COMPLIANCE WITH THE 2012 INVESTMENT POLICY
AND
INVESTMENT STRATEGY FOR APRIL 2012

March 31, 2012

COMPLIANCE STATEMENT

As of March 31, 2012, the City had $6,549,339 invested in long-term securities. This amount is 16.17 percent and is within the 50 percent limitation established in the 2012 investment policy.

As of March 31, 2012, the City had 82.60 percent of the total portfolio invested to mature within one year. This is more than the 15 percent minimum required by 2012 investment policy.

During March, the City was in compliance with the internal control procedures set forth in the 2012 Investment Policy.

Michael Piotrowski
Senior Accountant

INVESTMENT STRATEGY FOR THE MONTH OF APRIL 2012

During April surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the 2012 Investment Policy. The City has sufficient funds available to meet expenditures during the six month period ending September 30, 2012.

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF March 31, 2012

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	$987,105.98	$2,560,626.70	$2,972,793.43	$0.20	$574,939.45
Gas Tax Fund	$2,881,939.02	$1,380,245.88	$629,991.67	($870,219.61)	$2,761,973.62
Measure I Fund	$796,880.07	$47,184.86	$4,331.40	$0.00	$839,733.53
Traffic Safety Fund	$247,125.01	$7,505.89	$0.00	$0.00	$254,630.90
Park Development Fund	$452,018.03	$3,254.84	$33,556.55	$0.00	$421,716.32
C.D.B.G. Fund	($162,637.73)	$43,966.40	$0.00	$0.00	($118,671.33)
Air Quality Improvement Trust Fund	$86,997.82	$1,511.97	$3,334.48	$0.00	$85,175.31
Older American Fund	($17,154.85)	$11,994.11	$10,698.43	$0.00	($15,859.17)
Forfeiture Fund - State	$4,044.66	$0.00	$0.00	$0.00	$4,044.66
OCJP Grant Fund	($76,718.53)	$0.00	$0.00	$0.00	($76,718.53)
SB 509 Public Safety Fund	($156,950.91)	$28,686.00	$25,073.65	$0.00	($153,338.56)
Section 11489 Subfund	$20,398.17	$0.00	$0.00	$0.00	$20,398.17
Federal Forfeiture Fund - Treasury	$230.65	$1,043.77	$0.00	$0.00	$1,274.42
School Districts Grant Fund	($631,819.72)	$0.00	$9,105.88	$0.00	($640,925.60)
State Supplemental Law Enforcement Fund	$127,145.93	$0.00	$25,726.74	$0.00	$101,419.19
Local Law Enforcement Block Grant	$115,150.43	$0.00	$0.00	$0.00	$115,150.43
Crime Prevention Fund	$11,107.93	$62.12	$0.00	$0.00	$11,170.05
Recycling Grant	$2,624.53	$0.00	$0.00	$0.00	$2,624.53
Human Services Grant Fund	$732,591.21	$134,242.60	$192,503.02	$0.00	$674,330.79
California Nutrition Network Grant Fund	($44,247.68)	$16,082.49	$6,310.06	$0.00	($34,475.25)
Human Services Special Revenue Grant	($37,385.09)	$31,268.29	$10,955.40	$0.00	($17,072.20)
Fire Department Grants	$8,995.00	$0.00	$0.00	$0.00	$8,995.00
Office of Traffic Safety Grant Fund	$2,917.67	$0.00	$0.00	$0.00	$2,917.67
Paramedic Fund	($63,033.87)	$6,958.43	$19,948.07	$0.00	($76,023.51)
Ramona Ave. Grade Separation	$1,282,731.00	$0.00	$0.00	$0.00	$1,282,731.00
Monte Vista Ave. Grade Separation	($1,201,413.18)	$0.00	$0.00	$0.00	($1,201,413.18)
Police Facility Capital Project	($27,094.45)	$0.00	$0.00	$0.00	($27,094.45)
Senior/Youth Center Capital Projects	$0.00	$0.00	$0.00	$0.00	$0.00
Parking Lot Expansion Capital Project	$0.00	$0.00	$0.00	$0.00	$0.00
Capital Projects	$22,693,300.14	$7,775.64	$0.00	$0.00	$22,701,075.78
2005 lease Revenue Bond Debt Service	$0.00	$0.00	$622,400.39	$622,400.39	$0.00
Sewer Maintenance Fund	$619,533.72	$212,113.29	$210,626.44	$0.00	$621,020.57
C.B.M.W.D. Agency	$749,668.93	$1,919,394.01	$0.00	($0.20)	$2,669,062.74
Developer Impact Fees - Local	$0.00	$0.00	$0.00	$267,050.54	$267,050.54
Developer Impact Fees - Region	$0.00	$0.00	$0.00	$603,169.07	$603,169.07
Equipment Replacement Fund	$1,218,657.36	$5,250.00	$14,186.51	$0.00	$1,209,720.85
Infrastructure Fund	$963,523.75	$0.00	$6,849.24	$0.00	$956,674.51
Employee Benefits Self-Ins. Fund	$96,281.46	$89,573.47	$92,031.19	$0.00	$93,823.74
General Liab. Self-Insurance Fund	$191,697.75	$0.00	$326.48	$0.00	$191,371.27
Contingency Fund	$6,663,048.11	$0.00	$0.00	($622,400.39)	$6,040,647.72
Refuse Fee Impound Fund	$467,111.66	$17,439.85	$6,586.93	$0.00	$477,964.58
Youth Sponsorship Fund	$86,291.24	$0.00	$0.00	$0.00	$86,291.24
City Facility Improvement Fund	($206,607.50)	$0.00	$0.00	$0.00	($206,607.50)
TOTALS	$38,884,053.72	$6,526,180.61	$4,897,335.96	$0.00	$40,512,898.37

SCHEDULE 3

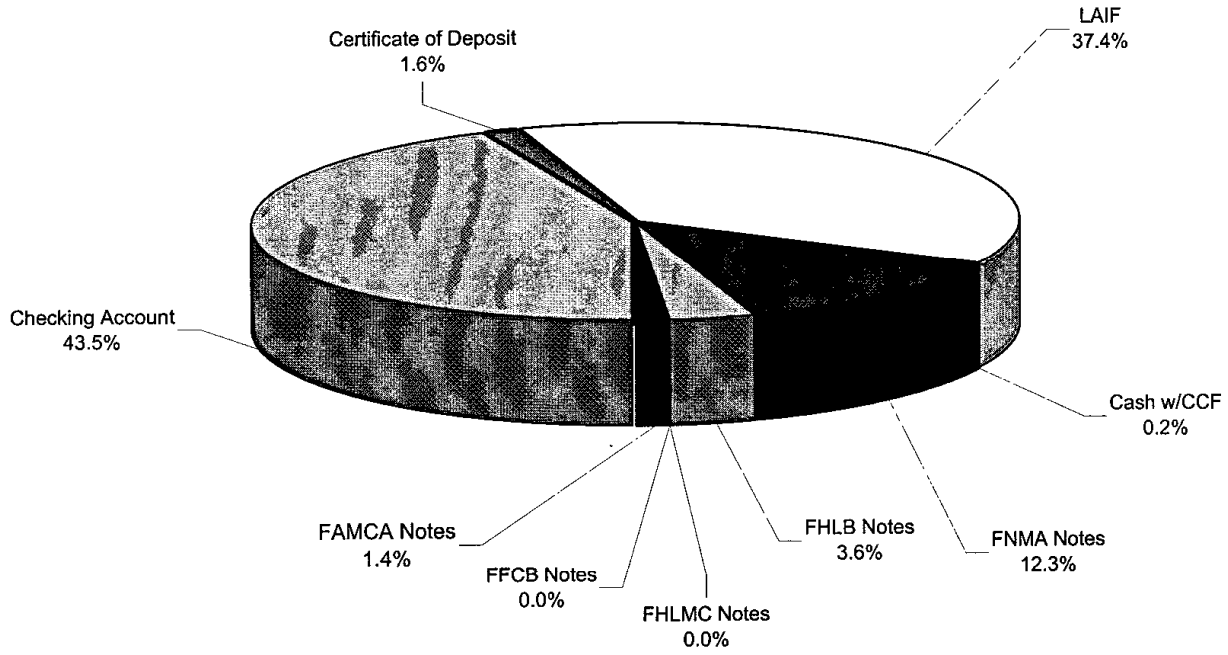
CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF March 31, 2012

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							
Wells Fargo Bank				0.500%			$ **17,617,287.21**
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
CD - Metlife Bank		11/10/10	11/12/13	1.300%	240,000.00	240,000.00	
CD - GE Money Bank		11/12/10	05/12/13	1.000%	240,000.00	240,000.00	
CD - Ally Bank		11/12/10	11/12/13	1.350%	148,000.00	148,000.00	
Local Agency Investment Fund (LAIF)				**0.370%**	15,131,981.06	15,131,981.06	
Cash w/California Community Foundation				Unknown	86,291.24	86,291.24	
					$ 15,846,272.30		$ 15,846,272.30
U.S. AGENCY SECURITIES (1 to 3 years)							
FHLB	500,000	04/27/11	12/27/13	1.250%	500,350.00	500,000.00	
					$ 500,350.00		$ 500,000.00
U.S. AGENCY SECURITIES (Over 3 Years)							
FAMCA	550,000	04/14/11	2/3/2014	1.340%	557,331.74	549,338.86	
FHLB	500,000	06/27/11	03/27/15	1.300%	501,140.00	500,000.00	
FNMA	1,000,000	06/29/11	06/29/16	2.000%	1,003,960.00	1,000,000.00	
FNMA	1,000,000	07/19/11	07/19/16	2.125%	1,019,090.00	1,000,000.00	
FNMA	500,000	07/27/11	07/27/16	2.000%	502,355.00	500,000.00	
FHLB	500,000	08/10/11	08/10/16	1.000%	501,255.00	500,000.00	
FNMA	1,000,000	08/24/11	08/24/16	1.375%	1,002,620.00	1,000,000.00	
FNMA	1,000,000	09/14/11	09/14/16	1.050%	1,002,820.00	1,000,000.00	
FNMA	500,000	09/28/11	09/28/16	1.000%	501,275.00	500,000.00	
					$ 6,591,846.74		$ 6,549,338.86
TOTAL							$ 40,512,898.37

Current market values obtained from First Tennessee Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY ACCOUNT
March 31, 2012

Total Cash & Investments $40,512,898



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

FOR THE MONTH ENDING

March 31, 2012

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Schedule 1

CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY FUND
March 31, 2012

PROJECT AREA NO. I				
Low Income	$	159,673.70		
Tax Increment		92,522.04		
Operating		(20,662.48)	$	231,533.26
PROJECT AREA NO. II				
Special Housing	$	0.00		
Low Income		0.00		
Tax Increment		0.00		
Operating		(3,921.33)	$	-3,921.33
PROJECT AREA NO. III				
Low Income	$	3,883,225.67		
Tax Increment		1,367,492.28		
Operating		343,055.19	$	5,593,773.14
PROJECT AREA NO. IV				
Low Income	$	761,071.95		
Tax Increment		1,449,734.14		
Operating		129,262.90	$	2,340,068.99
PROJECT AREA NO. V				
Low Income	$	2,855,080.47		
Tax Increment		4,536,370.55		
Operating		993,473.33	$	8,384,924.35
MISSION BLVD JOINT PROJECT				
Low-Moderate Housing	$	502,058.59		
Tax Increment		494,884.39		
Operating		36,774.33	$	1,033,717.31
TOTAL CASH & INVESTMENTS BY FUND			**$**	**17,580,095.72**

Schedule 2

CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT
March 31, 2012

	Maturity Date	Interest Rate	Market Value	Book Value
Checking Account				
Wells Fargo, 984-002113		0.05%	$ 14,580,523.81	$ 14,580,523.81
Cash and Investments				
LAIF		0.39%	0.00	0.00
FNMA Note (Fund 2540)	09/20/13	1.000%	499,891.64	499,571.91
FHLMC Note (Fund 2540)	07/11/14	1.125%	501,010.00	500,000.00
FHLMC Note (Fund 2350)	01/09/15	0.850%	1,001,340.00	1,000,000.00
FHLMC Note (Fund 2540)	01/09/15	0.850%	1,001,340.00	1,000,000.00
TOTAL CASH & INVESTMENTS BY ACCOUNT			**$ 17,584,105.45**	**$ 17,580,095.72**
NHPH - Cash with Fiscal Agent as of 6/30/11				
Wells Fargo, 193-9320899 (RDA Revolving)		0.050%	89,046.36	$ 89,046.36
Wells Fargo, 193-9320881 (Housing Oper)		0.050%	16,971.90	$ 16,971.90

Current market values obtained from First Tennessee Bank.

NOTE:
Pursuant to the Successor Agency's 2012 Investment Policy, all moneys exclusive of tax exempt bond proceeds which are invested pursuant to the bond indenture, are invested in banks, the Local Agency Investment Fund and in securities with maturities of no greater than three years.

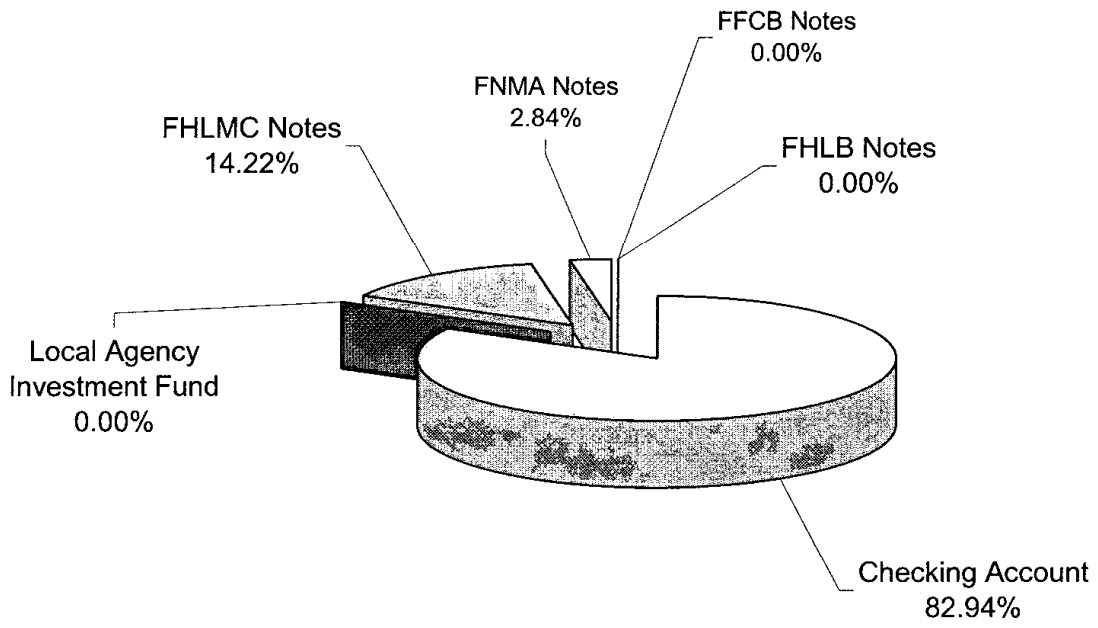
The Successor Agency has sufficient funds available to meet expenditures during the six-month period ending September 30, 2012.

During March, the Successor Agency was in compliance with the internal control procedures set forth in the 2012 Investment Policy.

Michael Piotrowski
Senior Accountant

CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY
CASH AND INVESTMENTS BY ACCOUNT GRAPH
March 31, 2012

Total Cash & Investments - $17,580,096



CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY WARRANT REGISTER

FOR THE MONTH ENDING

March 31, 2012

City of Montclair
Final Warrant Register
Council Date 4/16/12
Regular Warrants
Checking Account: Successor to the RDA

	Warrants	Wire Transfers ****	Voided Checks	Electronic AP	**Area Totals**
Project Area I	9,926.63	0.00	0.00	0.00	**9,926.63**
Project Area II	0.00	0.00	0.00	0.00	**0.00**
Project Area III	26,093.16	0.00	0.00	0.00	**26,093.16**
Project Area IV	126,055.21	0.00	0.00	0.00	**126,055.21**
Project Area V	332,004.73	0.00	0.00	0.00	**332,004.73**
Project Area VI - Mission Blvd	0.00	0.00	0.00	0.00	**0.00**
	494,079.73	0.00	0.00	0.00	

March 2012 Total **494,079.73**

Vice Chairperson Raft

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: April 16, 2012
REGULAR WARRANTS
CHECKING ACCOUNT: Successor Agency

Fund	Description	Amount
2120	Project Area I Operating Fund	1,106.63
2140	Project Area I Tax Increment F	8,820.00
2312	PA III 2007A T/A Bond Proceeds	7,762.73
2320	Project Area III Operating Fun	18,329.51
2330	Project Area III 1998 Bond Pro	0.92
2420	Project Area IV Operating Fund	12,055.72
2440	Project Area IV Tax Increment	113,987.50
2470	Project Area IV '04 Bond Proce	11.99
2520	Project Area V Operating Fund	19,372.73
2540	Project Area V Tax Increment F	312,382.00
2550	Project Area V Low-Mod Housing	250.00
	Report Total:	**494,079.73**

Accounts Payable
Voucher Register By Vendor Number

User: mpiotrowski
Printed: 04/09/2012 - 10:35 AM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
007369	Bank005	2420-4319-53230-400	Proj IV 2004 Tax Alloc Refunding Bonds	252-1610086	02/20/2012		03/01/2012	2,830.20	7369
	The Bank of New York Mellon								
						Voucher: 007369		2,830.20	
007370	Bank006	2140-4319-68010-400	Proj I 1997 Taxable Tax Alloc Bonds	02/20/12	02/20/2012		03/01/2012	8,820.00	7370
	Bank of New York Trust Company								
007370	Bank006	2440-4319-68010-400	Proj IV 2004 Tax Alloc Refunding Bonds	02/20/12	02/20/2012		03/01/2012	113,987.50	7370
	Bank of New York Trust Company								
007370	Bank006	2540-4319-68010-400	Proj V 2006B Tax Alloc Refunding Bonds	02/20/12	02/20/2012		03/01/2012	77,900.00	7370
	Bank of New York Trust Company								
007370	Bank006	2540-4319-68010-400	Proj V 2001 Tax Alloc Refunding Bonds	02/20/12	02/20/2012		03/01/2012	234,482.00	7370
	Bank of New York Trust Company								
						Voucher: 007370		435,189.50	
007371	HDLC001	2120-4319-53290-400	Contract Svcs Property Tax Jan-Mar 2012	0017868-IN	02/17/2012		03/01/2012	94.50	7371
	HDL Coren & Cone								
007371	HDLC001	2320-4319-53290-400	Contract Svcs Property Tax Jan-Mar 2012	0017868-IN	02/17/2012		03/01/2012	1,134.00	7371
	HDL Coren & Cone								
007371	HDLC001	2420-4319-53290-400	Contract Svcs Property Tax Jan-Mar 2012	0017868-IN	02/17/2012		03/01/2012	787.50	7371
	HDL Coren & Cone								
007371	HDLC001	2520-4319-53290-400	Contract Svcs Property Tax Jan-Mar 2012	0017868-IN	02/17/2012		03/01/2012	1,134.00	7371
	HDL Coren & Cone								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
						Voucher: 007371		3,150.00	
007372	Hind001 Hinderliter De Llamas & Assocs	2320-0000-20010-202	Sales Tax 1st Qtr - Sales Tax Qtr 3 2011	0019023-IN	02/06/2012		03/01/2012	1,198.47	7372
007372	Hind001 Hinderliter De Llamas & Assocs	2320-4319-53290-400	Sales Tax 1st Qtr - Sales Tax Qtr 3 2011	0019023-IN	02/06/2012		03/01/2012	1,198.47	7372
						Voucher: 007372		2,396.94	
007373	Mont001 City of Montclair	2312-0000-20400-208	To transfer LAIF interest recd in RDA	PR030102	03/01/2012		03/01/2012	7,762.73	7373
007373	Mont001 City of Montclair	2330-0000-20400-208	To transfer LAIF interest recd in RDA	PR030102	03/01/2012		03/01/2012	0.92	7373
007373	Mont001 City of Montclair	2470-0000-20400-208	To transfer LAIF interest recd in RDA	PR030102	03/01/2012		03/01/2012	11.99	7373
						Voucher: 007373		7,775.64	
007374	Best003 Best Best & Krieger LLP	2520-4319-53210-400	Prof Svcs related to Successor Agency	674068	03/19/2012		03/29/2012	214.20	7374
007374	Best003 Best Best & Krieger LLP	2520-4319-53210-400	Prep of CCR's FA 11	674070	03/19/2012		03/29/2012	1,810.13	7374
						Voucher: 007374		2,024.33	
007375	Bust001 Homer & Velia Bustamante	2550-0000-20620-222	Refund non-formation Foundation Area 11	PR032912	03/29/2012		03/29/2012	100.00	7375
						Voucher: 007375		100.00	
007376	FIA001 Business Card	2120-4319-52130-400	Calif RDA Assoc Seminar 03/07/12	4044	03/12/2012		03/29/2012	23.00	7376
007376	FIA001 Business Card	2320-4319-52130-400	Calif RDA Assoc Seminar 03/07/12	4044	03/12/2012		03/29/2012	281.00	7376
007376	FIA001 Business Card	2420-4319-52130-400	Calif RDA Assoc Seminar 03/07/12	4044	03/12/2012		03/29/2012	195.00	7376
007376	FIA001 Business Card	2520-4319-52130-400	Calif RDA Assoc Seminar 03/07/12	4044	03/12/2012		03/29/2012	281.00	7376

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
						Voucher: 007376		780.00	
007377	Harr012	2550-0000-20620-222	Refund non-formation Foundation Area 11	PR032912	03/29/2012		03/29/2012	50.00	7377
	Louise Harris								
						Voucher: 007377		50.00	
007378	Land012	2520-4319-52990-400	4113 Kingsley - February 2012 Service	4113/3/12	03/01/2012		03/29/2012	100.00	7378
	Landscape Maintenance Unlimite								
						Voucher: 007378		100.00	
007379	Mari013	2550-0000-20620-222	Refund non-formation Foundation Area 11	PR032912	03/29/2012		03/29/2012	50.00	7379
	Miguel & Jacqueline Mariscal								
						Voucher: 007379		50.00	
007380	Mont001	2120-0000-20400-208	Successor Agency portion PERS McDougal	100000013094333	03/01/2012		03/29/2012	894.12	7380
	City of Montclair								
007380	Mont001	2320-0000-20400-208	Successor Agency portion PERS McDougal	100000013094333	03/01/2012		03/29/2012	10,729.40	7380
	City of Montclair								
007380	Mont001	2420-0000-20400-208	Successor Agency portion PERS McDougal	100000013094333	03/01/2012		03/29/2012	7,450.97	7380
	City of Montclair								
007380	Mont001	2520-0000-20400-208	Successor Agency portion PERS McDougal	100000013094333	03/01/2012		03/29/2012	10,729.40	7380
	City of Montclair								
						Voucher: 007380		29,803.89	
007381	Mont010	2120-4319-53290-400	Qtrly CoStar Subscription	320	03/06/2012		03/29/2012	31.00	7381
	Montclair Chamber of Commerce								
007381	Mont010	2320-4319-53290-400	Qtrly CoStar Subscription	320	03/06/2012		03/29/2012	370.00	7381
	Montclair Chamber of Commerce								
007381	Mont010	2420-4319-53290-400	Qtrly CoStar Subscription	320	03/06/2012		03/29/2012	258.60	7381
	Montclair Chamber of Commerce								
007381	Mont010	2520-4319-53290-400	Qtrly CoStar Subscription	320	03/06/2012		03/29/2012	370.00	7381
	Montclair Chamber of Commerce								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
							Voucher: 007381	1,029.60	
007382	Mont063	2120-4319-52630-400	Rent for April 2012	April 2012	03/15/2012		03/29/2012	64.01	7382
	Montclair Town Center LLC								
007382	Mont063	2320-4319-52630-400	Rent for April 2012	April 2012	03/15/2012		03/29/2012	768.17	7382
	Montclair Town Center LLC								
007382	Mont063	2420-4319-52630-400	Rent for April 2012	April 2012	03/15/2012		03/29/2012	533.45	7382
	Montclair Town Center LLC								
007382	Mont063	2520-4319-52630-400	Rent for April 2012	April 2012	03/15/2012		03/29/2012	768.17	7382
	Montclair Town Center LLC								
							Voucher: 007382	2,133.80	
007383	Mont074	2520-4319-60020-400	9390 Pradera 01/09/12 - 03/08/12	019-100-00	03/08/2012		03/29/2012	524.81	7383
	Monte Vista Water District								
007383	Mont074	2520-4319-60020-400	4425 Bonnie Brae 01/09/12 - 03/08/12	019-101-00	03/08/2012		03/29/2012	200.62	7383
	Monte Vista Water District								
007383	Mont074	2520-4319-60020-400	9365 Mills 01/09/12 - 03/08/12	019-102-00	03/08/2012		03/29/2012	660.61	7383
	Monte Vista Water District								
							Voucher: 007383	1,386.04	
007384	Rios002	2550-0000-20620-222	Refund non-formation Foundation Area 11	PR032912	03/29/2012		03/29/2012	50.00	7384
	Victor Rios								
							Voucher: 007384	50.00	
007385	Sout018	2520-4319-60020-400	4425 Bonnie Brae 02/14/12 - 03/15/12	2-29-667-9806	03/16/2012		03/29/2012	24.31	7385
	Southern California Edison Co								
							Voucher: 007385	24.31	
007386	Sout023	2320-4319-60020-400	Foundation Area 11 Maint February 2012	16886	02/29/2012		03/29/2012	2,650.00	7386
	Southern California Landscape								
							Voucher: 007386	2,650.00	
007387	Stra002	2520-4319-53210-400	Charges for period ending 01/31/12	022051 #0013	02/29/2012		03/29/2012	2,555.48	7387
	Stradling, Yocca, Carlson & Ra								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
						Voucher: 007387		2,555.48	
						Report Total:		494,079.73	

CITY OF MONTCLAIR
HOUSING CORPORATION
TREASURER'S REPORT

FOR THE MONTH ENDING

March 31, 2012

TABLE OF CONTENTS

SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT

CASH AND INVESTMENTS BY ACCOUNT GRAPH

Schedule 1

CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS BY ACCOUNT
March 31, 2012

	Interest Rate		Amount
Checking Account			
Wells Fargo, 0654-893023	0.05%	$	1,340,159.34
Cash and Investments			
LAIF	0.38%	$	1,570,853.92
TOTAL CASH & INVESTMENTS BY ACCOUNT		**$**	**2,911,013.26**

NOTE:
Pursuant to the Corporation's 2012 Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

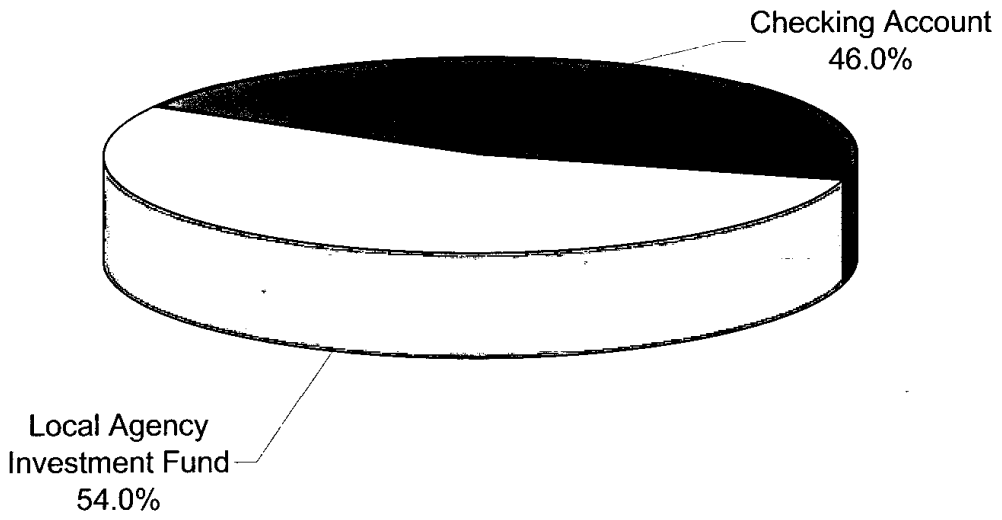
The Corporation has sufficient funds available to meet expenditures during the six-month period ending September 30, 2012.

During March 2012, the Corporation was in compliance with the internal control procedures set forth in the 2012 Investment Policy.

Janet Kulbeck
Junior Accountant

CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS BY ACCOUNT GRAPH
March 31, 2012

Total Cash & Investments - $2,911,013



CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER

FOR THE MONTH ENDING

March 31, 2012

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: April 16, 2012
REGULAR WARRANTS
CHECKING ACCOUNT: MHC

Fund	Description	Amount
3001	General Fund	20,497.30
	Report Total:	**20,497.30**

Vice Chairperson - Carolyn Raft

Accounts Payable
Voucher Register By Vendor Number

User: mpiotrowski
Printed: 04/09/2012 - 10:35 AM

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003103	Buch002	3001-2030-56170-400	4275 Kingsley-interior remodel	022812-m	02/28/2012		03/08/2012	12,664.00	3103
	Buchbinder Maintenance, Inc.								
						Voucher: 003103		12,664.00	
003104	Hele001	3001-2020-56060-400	4791 Canoga-Assessment 03/2012	Mar 2012	03/08/2012		03/08/2012	109.95	3104
	Helena Gardens Apartment								
003104	Hele001	3001-3001-56060-400	Canoga-Assessment 03/2012	Mar 2012	03/08/2012		03/08/2012	243.35	3104
	Helena Gardens Apartment								
						Voucher: 003104		353.30	
003105	Land012	3001-1001-56100-400	10079 Central-02/2012	10079/3/12	03/01/2012		03/08/2012	115.00	3105
	Landscape Maintenance Unlimite								
003105	Land012	3001-1002-56100-400	10087 Central-02/2012	10087/3/12	03/01/2012		03/08/2012	120.00	3105
	Landscape Maintenance Unlimite								
003105	Land012	3001-1009-56100-400	10215 Central-02/2012, gopher	10215/3/12	03/01/2012		03/08/2012	195.00	3105
	Landscape Maintenance Unlimite								
003105	Land012	3001-1004-56100-400	10235 Central-02/2012, gopher	10235/3/12	03/01/2012		03/08/2012	195.00	3105
	Landscape Maintenance Unlimite								
003105	Land012	3001-1013-56100-400	10291 Greenwood-02/2012	10291/3/12	03/01/2012		03/08/2012	125.00	3105
	Landscape Maintenance Unlimite								
003105	Land012	3001-2003-56100-400	10313 Amherst-02/2012	10313/3/12	03/01/2012		03/08/2012	155.00	3105
	Landscape Maintenance Unlimite								
003105	land012	3001-2001-56100-400	10323 Amherst-02/2012	10323/3/12	03/01/2012		03/08/2012	155.00	3105
	Landscape Maintenance Unlimite								
003105	Land012	3001-2007-56100-400	10330 Amherst-02/2012	10330/3/12	03/01/2012		03/08/2012	150.00	3105
	Landscape Maintenance Unlimite								
003105	Land012	3001-2002-56100-400	10333 Amherst-02/2012	10333/3/12	03/01/2012		03/08/2012	155.00	3105
	Landscape Maintenance Unlimite								
003105	Land012	3001-2009-56100-400	10333 Pradera-02/2012, weed killer	10333P/3/12	03/01/2012		03/08/2012	100.00	3105
	Landscape Maintenance Unlimite								
003105	Land012	3001-2006-56100-400	10380 Amherst-02/2012	10380/3/12	03/01/2012		03/08/2012	150.00	3105
	Landscape Maintenance Unlimite								

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003105	Land012 Landscape Maintenance Unlimite	3001-2010-56100-400	10380 Pradera-02/2012, weed killer	10380P/3/12	03/01/2012		03/08/2012	50.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-2011-56100-400	10390 Pradera-02/2012, weed killer	10380P/3/12	03/01/2012		03/08/2012	50.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-2004-56100-400	10383 Amherst-02/2012	10383/3/12	03/01/2012		03/08/2012	155.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-2008-56100-400	10390 Amherst-02/2012	10390/3/12	03/01/2012		03/08/2012	150.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-2005-56100-400	10410 Amherst-02/2012	10410/3/12	03/01/2012		03/08/2012	150.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-2030-56100-400	4275 Kingsley-02/2012	4275/3/12	03/01/2012		03/08/2012	155.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-3001-56100-400	4811 Canoga-02/2012	4811/3/12	03/01/2012		03/08/2012	100.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-3001-56100-400	4820 Canoga-02/2012, gopher	4820/3/12	03/01/2012		03/08/2012	210.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1011-56100-400	5225 Palo Verde-02/2012	5225/3/12	03/01/2012		03/08/2012	125.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1005-56100-400	5290 Ochard-02/2012	5290/3/12	03/01/2012		03/08/2012	120.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1017-56100-400	5444 Palo Verde-1x clean up, front	5444/3/12	03/01/2012		03/08/2012	150.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1502-56100-400	9010 Fremont-02/2012, weed killer	9010/3/12	03/01/2012		03/08/2012	115.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1501-56100-400	9448 Carrillo-02/2012, weed killer	9448/3/12	03/01/2012		03/08/2012	95.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1014-56100-400	9644 Central-02/2012	9644/3/12	03/01/2012		03/08/2012	125.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1006-56100-400	9741 Central-02/2012	9741/3/12	03/01/2012		03/08/2012	115.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1007-56100-400	9751 Central-02/2012	9751/3/12	03/01/2012		03/08/2012	115.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1008-56100-400	9761 Central-02/2012	9761/3/12	03/01/2012		03/08/2012	115.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1003-56100-400	9815 Central-02/2012	9815/3/12	03/01/2012		03/08/2012	125.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1010-56100-400	9945 Central-02/2012, gopher	9945/3/12	03/01/2012		03/08/2012	120.00	3105
003105	Land012 Landscape Maintenance Unlimite	3001-1015-56100-400	9963 Central-02/2012	9963/3/12	03/01/2012		03/08/2012	125.00	3105
						Voucher: 003105		4,080.00	
003106	Mont043 Montclair Meadows Owners Assoc	3001-2010-56060-400	10380 Pradera-Assessment 03/2012	Mar 2012	03/08/2012		03/08/2012	50.00	3106

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
003106	Mont043 Montclair Meadows Owners Assoc	3001-2011-56060-400	10390 Pradera-Assessment 03/2012	Mar 2012	03/08/2012		03/08/2012	50.00	3106
						Voucher: 003106		100.00	
003107	TKRP001 T.K.R. Plumbing	3001-2030-56100-400	4275 Kingsley-Bathroom repairs	5436	12/19/2011		03/08/2012	3,300.00	3107
						Voucher: 003107		3,300.00	
						Report Total:		20,497.30	