

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

August 6, 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/SA/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 and Successor Agency and Montclair Housing Corporation Boards 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** – None

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.

VII. **PUBLIC HEARINGS**

- A. First Reading – Consider Adoption of Ordinance No. 12-932 Adding Subsection 5 to Section 8.36.090(A) of the Montclair Municipal Code Related to Parking of Commercial Vehicles Within the City

VIII. CONSENT CALENDAR

- | | |
|--|----|
| A. Approval of Minutes | |
| 1. Minutes of the Regular Joint Council/Successor Agency/
MHC Board Meeting of July 16 2012 [CC/SA/MHC] | |
| B. Administrative Reports | |
| 1. Consider Authorization to Transfer \$8,563 From the Contingency
Account to Purchase a Portable Light Tower [CC] | 8 |
| 2. Consider Designation of Voting Delegate and Alternate Voting
Delegates to the League of California Cities 2012 Annual
Conference & Expo, September 5-7, 2012, San Diego, California
[CC] | 10 |
| 3. Consider Approval of the Filing of a Notice of Completion,
Reduction of Faithful Performance Bond to 10 Percent, and
Retention of the Payment Bond for Six Months for the
Intersection Rehabilitation Project [CC] | |
| Consider Release of Retention 30 Days After Recordation of
the Notice of Completion [CC] | 11 |
| 4. Consider Receiving and Filing of Alcoholic Beverage Permit
Application - The Best Taco, Inc. [CC] | 14 |
| 5. Consider Approval of Warrant Register and Payroll
Documentation [CC] | 15 |
| C. Agreements | |
| 1. Consider Approval of Agreement No. 12-70 With the County of
San Bernardino to Provide Services and Supplies for an Evidenti-
ary Breath Alcohol Analysis Instrument [CC] | 16 |
| 2. Consider Approval of Agreement No. 12-71 With the Law Firm
of Jones & Mayer for Legal Services [CC] | 21 |
| 3. Consider Approval of Agreement No. 12-72 With the California
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| 4. Consider Approval of Agreement No. 12-73 With Ontario-
Montclair School District to Provide a Licensed Clinical Social
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| 5. Consider Approval of Agreement No. 12-74 With Bilingual
Family counseling Services to Provide Case Management
Services [CC] | 35 |
| 6. Consider Approval of Agreement No. 12-75 With WatchGuard
Video LLC for the Purchase of an In-Car Video System for the
Patrol Fleet [CC] | 41 |
| D. Resolutions | |
| 1. Consider Adoption of Resolution No. 12-2963 Determining the
Status of Local Safety Employee Stanley Leroy Crist [CC] | 55 |
| 2. Consider Adoption of Resolution No. 12-2964 Authorizing Place-
ment of Assessments on Certain Properties for Delinquent Sewer
and Trash Accounts [CC] | 59 |

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

Montclair Police Officers Association v. City of Montclair

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/MHC Board

E. Committee Meeting Minutes (for informational purposes only)

- | | |
|---|----|
| 1. Minutes of the Public Works Committee Meeting of June 21, 2012 | 72 |
| 2. Minutes of the Safety Committee Meeting of June 21, 2012 | 78 |
| 3. Minutes of the Code Enforcement Committee Meeting of July 16, 2012 | 82 |
| 4. Minutes of the Personnel Committee Meeting of July 16, 2012 | 84 |
| 5. Minutes of the Safety Committee Meeting of July 19, 2012 | 86 |

XII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS

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

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency, and Montclair Housing Corporation Board meetings will be held on Monday, August 20, 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 August 2, 2012.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 12-932 ADDING SUBSECTION 5 TO SECTION 8.36.090(A) OF THE MONTCLAIR MUNICIPAL CODE RELATED TO PARKING OF COMMERCIAL VEHICLES WITHIN THE CITY <u>FIRST READING</u>	DATE: August 6, 2012 SECTION: PUBLIC HEARINGS ITEM NO.: A FILE I.D.: PKG275 DEPT.: PUBLIC WORKS
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REASON FOR CONSIDERATION: A request has been made to consider modifications to the Municipal Code related to parking of commercial vehicles within the City. Amendments to the Municipal Code require a public hearing and approval by the City Council.

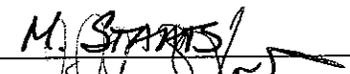
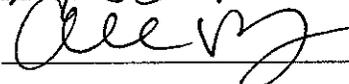
BACKGROUND: At its meeting on January 17, 2006, the City Council was asked to give direction to staff regarding truck parking restrictions within the City. Direction was given; and on February 21, 2006, the City Council was presented with Ordinance No. 06-874 addressing parking restrictions for commercial vehicles over 10,000 pounds (trucks). The Ordinance as proposed would have prohibited truck parking on all City streets. After hearing testimony in opposition to the Ordinance as presented, the City Council referred the matter to the Public Works Committee for further consideration and revisions.

Ordinance No. 06-874 was revised and adopted by the City Council on June 5, 2006. The Ordinance as adopted prohibits truck parking throughout most of the City. Truck parking is permitted along portions of Brooks Street between Central Avenue and Ramona Avenue.

One of the people who testified at the February 21, 2006 public hearing had requested that a portion of Palo Verde Street also be considered for truck parking. At the time, the Public Works Committee was opposed to truck parking in this area. The resident, who lives on Palo Verde Street near Vernon Avenue, has since renewed and modified his request for additional truck parking on Palo Verde Street west of Central Avenue. After hearing his request on May 7, 2012, the Council again asked the Public Works Committee to consider the request.

On June 21, 2012, the Public Works Committee heard staff's report and the resident's request. The Committee directed staff to revise Ordinance 06-874 parking restrictions and allow truck parking on the north side of Palo Verde Street between Central Avenue and Carrillo Avenue subject to certain requirements. The requirements are:

- Parking of commercial vehicles in excess of 10,000 pounds shall require a special parking permit.
- Parking permits shall only be issued to applicants able to prove Montclair residency.

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

- Parking permits shall only be valid for single vehicles, *i.e.*, the permit would not be valid for tractor/trailer; semitrailers; or trucks with attached trailers, vehicles, or equipment.

FISCAL IMPACT: Should proposed Ordinance No. 12-932 be approved, additional parking signage and parking permits would be required on Palo Verde Street at a cost of under \$300. It is recommended that should the City Council approve the proposed Ordinance allowing truck parking along Palo Verde Street, applicants for the permits pay an annual fee of \$25 to cover the cost of the permit and application process.

RECOMMENDATION: Staff recommends the City Council adopt the first reading of Ordinance No. 12-932 adding Subsection 5 to Section 8.36.090(A) of the Montclair Municipal Code related to parking of commercial vehicles within the City.

ORDINANCE NO. 12-932

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR AMENDING SECTION 8.36.090
OF THE MONTCLAIR MUNICIPAL CODE RELATED
TO COMMERCIAL VEHICLE PARKING

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

Section I: Addition of A(5) to Section 8.36.090. Section 8.36.090 of
the Montclair Municipal Code is hereby amended by the adding the following to
Section A:

**8.36.090 Parking commercial vehicles and commercial equipment within
City limits.**

A. It is unlawful for any person to park or store any commercial motor vehicle
having a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds or
more or trailer or commercial equipment, irrespective of weight, upon any
public street or alley, or on private property in the City within the following
zones, to-wit: R-1 (Single-family Residential), R-2 (Two-family Residential), R-3
(Multifamily Residential), and "Residential" land use districts of Specific Plan
areas, except:

1. While performing a service requiring the loading or unloading of goods
and/or property to premises in the block in which such vehicle and/or
commercial equipment is parked until such work is completed;
2. When such vehicle and/or commercial equipment is parked in connection
with the performances of a service to or on a property in the block in which
such vehicle and/or commercial equipment is parked until such service is
completed;
3. When the vehicle or commercial equipment is immobile because of accident
or mechanical breakdown; in such case, such vehicle and/or commercial
equipment may be parked for a period of time not to exceed 24 hours; or
4. On Brooks Street between Ramona Avenue and a point 1,650 feet east
of the centerline of Monte Vista Avenue. This exception shall not apply to
unattached trailers or commercial equipment.
5. **On the north side of Palo Verde Street between Central Avenue and
Carrillo Avenue, subject to the following restrictions:**
 - a. **Vehicle shall have displayed in the lower left corner of the windshield
a special parking permit issued by the City.**
 - b. **Special parking permit shall be issued to City residents only.**
 - c. **Special parking permit shall only be valid for single vehicles, i.e.,
permit is not valid for tractor/trailers; semitrailers; or any commer-
cial vehicle with any trailer, towed vehicle, or towed equipment.**

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. 12-932 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 AUTHORIZATION TO TRANSFER \$8,563 FROM THE CONTINGENCY ACCOUNT TO PURCHASE A PORTABLE LIGHT TOWER	DATE: August 6, 2012
	SECTION: ADMIN. REPORTS
	ITEM NO.: 1
	FILE I.D.: PDT362
	DEPT.: POLICE

REASON FOR CONSIDERATION: The Police Department has been awarded a grant from the Homeland Security Grant Program (HSGP) to purchase equipment necessary to effectively prepare for emergencies in the City. The City Council is requested to authorize the transfer of \$8,563 from the Contingency Account to purchase a portable light tower, the cost of which would be fully reimbursed by HSGP funds.

BACKGROUND: The State of California Governor's Office of Homeland Security established the San Bernardino County Fire Protection District Office of Emergency Services (OES) as the HSGP subgrantee for San Bernardino County. OES is tasked with procuring U.S. Department of Homeland Security grant funds on behalf of regional jurisdictions. The Montclair Police Department was awarded \$18,105 through this process to purchase a light tower needed to illuminate critical work areas, rescue sites, and staging areas currently having insufficient lighting.

In February 2012, OES approved the Police Department's request to purchase the light tower with HSGP funds. Once the purchase is made, the City would be fully reimbursed with HSGP grant funds.

FISCAL IMPACT: The cost to purchase the portable light tower is \$8,563. Should the City Council approve this item, \$8,563 would be transferred from the Contingency Account to Account No. 1001-4426-62050-400, "Other Equipment," in the Police Department Fiscal Year 2012-13 Budget to pay for the light tower. The City would be fully reimbursed for the purchase from HSGP funds.

RECOMMENDATION: Staff recommends the City Council authorize the transfer of \$8,563 from the Contingency Account to purchase a portable light tower.

Prepared by: <u><i>Judy B...</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>Sharon...</i></u>	Presented by: <u><i>[Signature]</i></u>

**CITY OF MONTCLAIR
BID QUOTATION FORM**

DEPARTMENT: Police

DATE: July 11, 2012

REQUISITION NUMBER: _____

ITEM (S)/DESCRIPTION: Magnum MLT 3060 Portable Light Tower – All quotes include shipping and taxes

REASON FOR PURCHASE: Illumination of nighttime crime scenes, traffic details, and other patrol operations

EMPLOYEE OBTAINING QUOTES: Trudy Burson

VENDORS CONTACTED

(1) NAME: King Equipment LLC CONTACT PERSON: Mark Stephen

ADDRESS: 1080 Ontario Blvd., Ontario, CA 91761 PHONE: (714) 381-2692

* BID QUOTE: \$8,562.24

COMMENTS: _____

(2) NAME: H&E Equipment Services CONTACT PERSON: Joshua Yerk

ADDRESS: 14695 Randall Ave., Fontana, CA 92335 PHONE: (909) 827-0820

* BID QUOTE: \$8,586.00

COMMENTS: _____

(3) NAME: United Rentals CONTACT PERSON: Steve Allyn

ADDRESS: 10632 Monte Vista Ave., Montclair, CA 91763 PHONE: (909) 203-2705

* BID QUOTE: \$9,609.84

COMMENTS: _____

*Quotes are to include tax and delivery charges.

RECOMMENDED VENDOR AND JUSTIFICATION: Staff has opted to purchase the light tower from King Equipment due to pricing.

AGENDA REPORT

SUBJECT: CONSIDER DESIGNATION OF VOTING DELEGATE AND ALTERNATE VOTING DELEGATES TO THE LEAGUE OF CALIFORNIA CITIES 2012 ANNUAL CONFERENCE & EXPO, SEPTEMBER 5-7, 2012, SAN DIEGO, CALIFORNIA	DATE: August 6, 2012
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
	FILE I.D.: LCC050
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: It is necessary that the City Council designate our voting delegate and up to two alternate voting delegates to the League of California Cities (LCC) 2012 Annual Conference & Expo, "Cities - Guiding Healthy Government."

BACKGROUND: The LCC 2012 Annual Conference & Expo is scheduled for September 5 through 7, 2012, in San Diego, California. An important part of the event is the Annual Business Meeting scheduled for 12:00 p.m. on Friday, September 7, 2012.

Participating cities will be given a vote at the Annual Business Meeting if a delegate and alternates are determined in advance. Montclair has traditionally designated our Mayor and Mayor Pro Tem as the respective delegate and alternate. Beginning in 2010, cities are now eligible to appoint up to two alternate voting delegates; and staff recommends Mayor Pro Tem Raft and Council Member Paulitz be designated as alternates.

FISCAL IMPACT: The City Council's designation of a voting delegate and two alternates to the LCC Annual Conference would create no direct fiscal impact to the City's General Fund.

RECOMMENDATION: Staff recommends Mayor Eaton be designated Montclair's voting delegate and Mayor Pro Tem Raft and Council Member Paulitz as alternate voting delegates to the 2012 LCC Annual Business Meeting to be held Friday, September 7, 2012, at the San Diego Convention Center.

Prepared by: <u><i>Gyome Smith</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>Andrea Phillips</i></u>	Presented by: <u><i>[Signature]</i></u>

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION, REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT, AND RETENTION OF PAYMENT BOND FOR SIX MONTHS FOR THE INTERSECTION REHABILITATION PROJECT	DATE: August 6, 2012
	SECTION: ADMIN. REPORTS
	ITEM NO.: 3
	FILE I.D.: STA549
CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a Public Works project. The City Council is requested to consider approval of the attached Notice of Completion and related actions concerning the Intersection Rehabilitation Project.

BACKGROUND: On March 19, 2012, Sequel Contractors, Inc., was awarded a contract for construction of the Intersection Rehabilitation Project and entered into Agreement No. 12-16. All work required under Agreement No. 12-16 has been satisfactorily completed. Work included construction of new curb and gutter, pedestrian ramps, concrete bus pads, removal and replacement of asphalt concrete pavement, and traffic striping.

Project locations included the following intersections:

- Ramona Avenue and Holt Boulevard
- Central Avenue and Palo Verde Street
- Monte Vista Avenue and Arrow Highway

In addition, pavement repairs were also made at the following locations:

- 9601 Carrillo Avenue
- 9623 Poulsen Avenue

FISCAL IMPACT: The construction contract was awarded to Sequel Contractors, Inc., for \$349,722 and included a construction contingency of \$40,000. Funding sources for this project included Local Stimulus Program Funds through the San Bernardino Associated Governments (\$243,993) and Measure I (remainder) funds.

During the course of construction, it was necessary to extend construction limits at some intersections and adjust a few quantities through construction change orders. The changes

Prepared by: *M. Scott*
Proofed by: *Diana Berke*

Reviewed and Approved by: *M. Scott*
Presented by: *[Signature]*

ultimately increased the total construction cost from the awarded amount of \$349,722 to the final cost of \$389,723, an increase of \$40,000.

RECOMMENDATION: Staff recommends the City Council take the following actions related to the Intersection Rehabilitation Project:

1. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder.
2. Authorize reduction of Faithful Performance Bond to 10 percent.
3. Authorize retention of Payment Bond for six months.
4. Authorize release of retention 30 days after recordation of Notice of Completion.

RECORDING REQUESTED BY:

City of Montclair

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

NAME: **City of Montclair**

STREET ADDRESS: **5111 Benito Street**

CITY, STATE & ZIP CODE: **Montclair, CA 91763**

Government Code 6103

(Space above this line for Recorder's Use Only)

NOTICE OF COMPLETION

NOTICE is hereby given that: The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is:

fee

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

The work was completed on that certain work known as:

Intersection Rehabilitation Project

for the undersigned City of Montclair,
a Municipal Corporation, on the 16th day of July, 2012

The City accepted the job on the 6th day of August, 2012

The Contractor on said job was
Sequel Contractors, Inc.
13546 Imperial Hwy.
Santa Fe Springs, Ca. 90670

The improvement consisted of:

Street Improvements

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

Various Intersections within the City of Montclair, Ca. 91763

VERIFICATION

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

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

Executed on: _____ at 5111 Benito Street, Montclair, California

Michael C. Hudson, City Engineer

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING
OF ALCOHOLIC BEVERAGE PERMIT
APPLICATION - THE BEST TACO, INC.

DATE: August 6, 2012

SECTION: ADMIN. REPORTS

ITEM NO.: 4

FILE I.D.: FLP025

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Applications for Alcoholic Beverage Licenses are routinely presented to the City Council for review.

BACKGROUND: Mr. José Alfred Sanchez is the new owner of The Best Taco, Inc., located at 5110 Holt Boulevard. Mr. Sanchez has requested approval from the California Department of Alcoholic Beverage Control (ABC) to have the existing Type 41 - "On-Sale Beer and Wine" license transferred into the company's name, thereby allowing the continued sale and service of beer and wine at the establishment.

ABC representatives have advised staff that there are no reported violations or issues with the current use, and staff has no objections to the transfer request.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Staff recommends the City Council receive and file this item.

Prepared by:

Gloria L. Smith

Reviewed and
Approved by:

[Handwritten signature]

Proofed by:

Andrea Phillips

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: August 6, 2012
	SECTION: ADMIN. REPORTS
	ITEM NO.: 5
	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated August 6, 2012, and Payroll Documentation dated June 17, 2012; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated August 6, 2012, totals \$1,153,044.66. The Payroll Documentation dated June 17, 2012, totals \$711,975.18, with \$496,331.84 being the total cash disbursement.

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

Prepared by:

Justine L Smith

Reviewed and
Approved by:

[Signature]

Proofed by:

Andrea Phillips

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 12-70 WITH THE COUNTY OF SAN BERNARDINO TO PROVIDE SERVICES AND SUPPLIES FOR AN EVIDENTIARY BREATH ALCOHOL ANALYSIS INSTRUMENT	DATE: August 6, 2012
	SECTION: AGREEMENTS
	ITEM NO.: 1
	FILE I.D.: PDT175
	DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-70 with the County of San Bernardino to provide services and supplies necessary to maintain an evidentiary breath alcohol analysis instrument.

BACKGROUND: The County of San Bernardino, through the Sheriff's Scientific Investigations Division, has provided services and supplies necessary for the maintenance and operation of the Police Department's Drager Alcotest evidentiary breath alcohol analysis instrument for many years. Among the services provided by the County is expert witness testimony regarding the device and operator training. The device measures breath alcohol concentration in the body.

Proposed Agreement No. 12-70 would be effective from July 1, 2012, through June 30, 2015, at a rate of \$2,400 per fiscal year.

FISCAL IMPACT: The total cost of proposed Agreement No. 12-70 over the course of three years would be \$7,200. An annual allocation of \$2,400 would be included in the Police Department budgets through June 30, 2015.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-70 with the County of San Bernardino to provide services and supplies for an evidentiary breath alcohol analysis instrument.

Prepared by: <u>Judy B...</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>Sharon Aguirre</u>	Presented by: <u>[Signature]</u>



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

Agreement No. 12-70

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC		Dept.	A		Contract Number	
<input type="checkbox"/> Change					SHR				
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
County Department			Dept.	Orgn.	Contractor's License No.				
SHERIFF			SHR	SHR					
County Department Contract Representative				Telephone		Total Contract Amount			
STEVE HIGGINS				(909)387-0640		\$7,200			
Contract Type									
<input checked="" type="checkbox"/> Revenue			<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:		
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date		Contract End Date		Original Amount		Amendment Amount	
		07/01/12		06/30/15		\$7,200			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No		Amount		
AAA	SHR	SHR					\$ 7,200		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No		Amount		
							\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No		Amount		
							\$		
Project Name				Estimated Payment Total by Fiscal Year					
Breath Alcohol Analysis				FY	Amount	I/D	FY	Amount	I/D
Instrument Supplies & Services 2012-15				2012-13	\$2,400				
Contract Type 1				2013-14	\$2,400				
				2014-15	\$2,400				

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

Name

City of Montclair

hereinafter called CONTRACTOR

Address Montclair Police Department
4870 Arrow Highway

Montclair, CA 91763

Telephone

(909) 621-5873

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, CONTRACTOR is in need of services and supplies necessary to operate a Drager Alcotest 7110 Mark III-C and/or an Intoximeter EC/IR II and/or Intoximeter Alco-Sensor V POA evidentiary breath alcohol analysis instrument(s); and

WHEREAS, COUNTY, through the Sheriff's Scientific Investigations Division (hereinafter referred to as "CRIME LAB"), has the resources and personnel to provide these services;

NOW THEREFORE, it is agreed as follows:

I. SCOPE OF SERVICES

A. COUNTY shall provide services and supplies related to the operation of a Drager Alcotest 7110 Mark III-C and/or an Intoximeter EC/IR II and/or an Intoximeter Alco-Sensor V POA

Auditor-Controller/Treasurer Tax Collector Use Only

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

evidentiary breath alcohol analysis instrument(s), which are included in the Conforming Products List for Evidential Breath Measurement Devices as published by the National Highway Traffic Safety Administration, US Department of Transportation. The services and supplies provided are as follows:

1. Instrument checklists and forms
 2. In-laboratory calibration of a Drager Alcotest 7110 Mark III-C and/or an Intoximeter EC/IR II and/or an Intoximeter Alco-Sensor V POA evidentiary breath alcohol analysis instrument(s).
 3. Accuracy verification solutions and/or dry gas cylinders.
 4. Computer support including data upload and storage, program download, instrument diagnostics, and generation of reports.
 5. CRIME LAB will provide printer ribbons, mouthpieces and chart paper. It is the CONTRACTOR's responsibility to install and/or replace these items.
 6. Expert witness testimony regarding a Drager Alcotest 7110 Mark III-C and/or an Intoximeter EC/IR II and/or an Intoximeter Alco-Sensor V POA evidentiary breath alcohol analysis instrument(s).
 7. Training on the use of a Drager Alcotest 7110 Mark III-C and/or an Intoximeter EC/IR II and/or an Intoximeter Alco-Sensor V POA evidentiary breath alcohol analysis instrument(s).
- B. The scope of service **does not** include site visits for repairs and/or calibration.
- C. Additional responsibilities of the CONTRACTOR include:
1. If necessary, periodic determinations of accuracy on forms provided by the CRIME LAB for this purpose as required by the California Code of Regulations, Title 17 §1221.4 (a)(2)(A) and (B), i.e., not exceeding 10 days or following the testing of 150 subjects, whichever occurs first.
 2. Dedicated telephone line with standard jack located immediately adjacent to instrument location.

II. TERM AND TERMINATION

The term of this contract shall be for a period of three years commencing on July 1, 2012. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, by either party, upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of termination, and each party shall be released from all obligations or performance, which would otherwise accrue subsequent to the date of termination. In the event of termination of this contract, COUNTY shall refund any sum previously paid by CONTRACTOR, which when prorated represents advanced payment for months of service which is not performed as a result of termination. Neither party shall incur any liability to the other by reason of termination.

III. CONSIDERATION

In consideration for COUNTY'S furnishing of services and supplies provided herein, CONTRACTOR shall pay the sum of \$2,400.00 per Drager Alcotest 7110 Mark III-C and/or an Intoximeter EC/IR II and/or an Intoximeter Alco-Sensor V POA evidentiary breath alcohol analysis instrument(s), in advance, per fiscal year. Monthly charges for fractional parts of a fiscal year shall be computed at the rate of one twelfth (1/12) of the annual rate for each month or fraction thereof. COUNTY shall have the right to renegotiate the rate for services performed under this contract at the end of each fiscal year. COUNTY shall invoice CONTRACTOR for the annual cost at the beginning of each fiscal year. Payment shall be due within fifteen (15) days from the date of the invoice.

IV. NOTICES

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

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

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

V. INDEMNIFICATION

The CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The CONTRACTOR's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct".

VI. INSURANCE

Both CONTRACTOR and COUNTY are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. CONTRACTOR and COUNTY warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

VII. EXERCISE OF COUNTY'S RIGHTS AND AUTHORITY

The Sheriff of San Bernardino County shall have the authority to exercise the COUNTY's rights under this contract including the right to give notice of termination at his sole discretion.

VIII. FULL UNDERSTANDING

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

IX. CONCLUSION

This contract consisting of four (4) pages is the full and complete document describing the services to be rendered by COUNTY to CONTRACTOR, including all covenants, conditions and benefits.

COUNTY OF SAN BERNARDINO

▶ _____
Josie Gonzales, Chair, Board of Supervisors

Dated: _____

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

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

By _____
Deputy

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

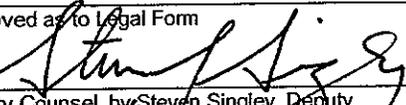
By ▶ _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Montclair Police Department
Address 4870 Arrow Highway
Montclair, CA 91763

Approved as to Legal Form
▶ 
County Counsel, by Steven Singley, Deputy
Date 6/29/12

Reviewed by Contract Compliance
▶ _____
Date _____

Presented to BOS for Signature
▶ _____
Department Head
Date _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-71 WITH THE LAW FIRM OF
JONES & MAYER FOR LEGAL SERVICES

DATE: August 6, 2012

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: PDT175

DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-71, a Legal Services Agreement between the City of Montclair and the law firm of Jones & Mayer. Proposed Agreement No. 12-71 has been reviewed and approved by the City Attorney, and a copy is attached for the City Council's review and consideration.

BACKGROUND: The Police Department requires the services of attorneys who are experienced in labor and employment law issues, particularly insofar as they pertain to public safety personnel. The law firm of Jones & Mayer has the necessary experience and history in providing professional services and advice in these areas.

Use of the law firm's legal services would require the prior approval of the City Manager or the City Attorney on a case-by-case basis. The Police Department would utilize the services of Jones & Mayer upon execution of Legal Services Agreement No. 12-71. The law firm would provide legal advice, guidance, and representation in the administration of discipline as well as any administrative or judicial appeal from disciplinary actions.

FISCAL IMPACT: Should the City Council approve this item, the City of Montclair would pay Jones & Mayer \$250 per hour for services performed by an attorney and \$125 per hour for services performed by a law clerk or paralegal in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity would be one tenth of an hour. The anticipated costs for representation under proposed Agreement No. 12-71 include, but are not limited to, \$.45 cents per mile, round trip, to appear at any hearing or conference and messenger service fees. The hourly rate includes photocopying expenses (fewer than 500 pages) and long-distance telephone charges. Travel time would be billed at no more than one half the hourly rate.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-71 with the law firm of Jones & Mayer for legal services.

Prepared by: M. deMoet

Reviewed and
Approved by: Harold Buss

Proofed by: Judy Bn

Presented by: [Signature]

**LEGAL SERVICES AGREEMENT
CITY OF MONTCLAIR**

1. IDENTIFICATION OF PARTIES AND RECITALS. This agreement, executed in duplicate with each party receiving an executed original, is made between JONES & MAYER, hereafter referred to as "Special Counsel," and CITY OF MONTCLAIR, hereafter referred to as "Client." Whereas the CITY OF MONTCLAIR requires the professional services of attorneys who are experienced in labor and employment law issues, particularly insofar as they pertain to public safety personnel, and whereas, Special Counsel has the necessary experience and history in providing professional services and advice in the areas required by the Client, the parties hereby enter into this agreement as follows:

This Agreement is required by Business and Professions Code section 6147 and is intended to fulfill the requirements of that section.

2. LEGAL SERVICES TO BE PROVIDED: The scope of legal services to be provided by Special Counsel to Client are as follows: Provide requested legal advice, guidance and representation of the Client, and more specifically to the Chief of Police, in matters involving the administration of discipline, as well as any administrative or judicial appeal from such disciplinary action. Such representation of Client by Special Counsel shall be assigned primarily to Paul R. Coble.
3. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Special Counsel will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Special Counsel and keep Special Counsel reasonably informed of developments; as well as make timely payments required under this agreement.
4. ATTORNEY'S FEES.
 - A. Client will pay Special Counsel for attorney's fees for the legal services provided under this agreement at the rate of \$250.00 per hour for services performed by an attorney under this Agreement, and \$125.00 per hour for services performed by a law clerk or paralegal. Special Counsel will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour. Generally, no more than one attorney's time should be billed for depositions, hearings, motions, case meetings, etc. It is expected that Special Counsel will appropriately apportion court time (including travel costs) to each case in which counsel is appearing in court if one or more matter is handled. Travel time is to be billed at no more than one-half of the hourly rate.
 - B. Special Counsel will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: Conferences, meetings, court appearances, correspondence and legal documents

(review and preparation), legal research and telephone consultations.

- C. Client acknowledges that Special Counsel has made no promise about the total amount of attorney's fees to be incurred by Client under this Agreement.
- D. Client agrees that it shall be responsible for all attorneys' fees for legal services under this Agreement, notwithstanding the amount or lack of any court order awarding attorney's fees to Client in any proceedings under this Agreement.
- 5. COSTS. Client will pay all "costs" in connection with Special Counsel's representation of Client under this Agreement. Costs will be advanced by Special Counsel and then billed to Client. Costs are to be paid as billed, without delay, and are not contingent upon any order of a court or award to Client in connection with legal proceedings for which Special Counsel is retained. The anticipated costs for representation under this Agreement include, but are not limited to, \$.45 cents per mile, round trip, to appear at any hearing or conference and messenger service fees. The hourly rate includes photocopying expenses (fewer than 500 pages) and long-distance telephone charges.
- 6. REPRESENTATION OF ADVERSE INTERESTS. Client is informed that the Rules of Professional Conduct of the State Bar of California require the Client's informed written consent before an attorney may begin or continue to represent the Client when the attorney has had a relationship with another party interested in the subject matter of the attorney's proposed representation of the Client. Client and Special Counsel are aware of any potential conflicts and have discussed them in detail.
- 7. DISCHARGE OF ATTORNEY. Client may discharge Special Counsel, pursuant to state law, by written notice effective when received by Special Counsel. Notwithstanding the discharge, Client will be obligated to pay Special Counsel its last statement within thirty (30) days as set forth under the terms of this agreement.
- 8. STATEMENTS AND PAYMENTS. Special Counsel will send Client monthly statements indicating attorney fees and costs incurred and their basis, any amount applied for deposits, and any current balance owed. If no attorney fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance will be paid in full within thirty (30) days after the statement is mailed and within thirty (30) days after final statement is submitted due to discharge of Special Counsel.
- 9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. NO other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
- 10. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
- 11. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed

by both of them or an oral agreement to the extent that the parties carry it out.

12. ARBITRATION OF FEE DISPUTE. If a dispute arises between Special Counsel and Client regarding attorney's fees under this Agreement and Special Counsel filed suit in any other court other than small claims court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6206, in which event Special Counsel must submit the matter to such arbitration.
13. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of his agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.
14. CONSULTATIONS WITH INDEPENDENT COUNSEL. The parties hereby acknowledge that they have read and understand the foregoing, that they have had the opportunity to consult with independent counsel, and that they agree to the representation on the terms set forth in this Retainer Agreement.
15. AUTHORITY. The individuals executing this Agreement and the instruments referenced in it on behalf of Special Counsel and Client represent and warrant that they have the legal power, right and actual authority to bind the parties to the terms and conditions of this Agreement.
16. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the receiving party's regular business hours; or by facsimile before or during the receiving party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

Special Counsel: Jones & Mayer
3777 N. Harbor Boulevard
Fullerton, California 92835
Telephone: 714 - 446-1400
Facsimile: 714 - 446-1448

Client: City of Montclair
5111 Benito Street,
Montclair, CA 91763
Telephone: 909 - 626-8571

EFFECTIVE DATE OF AGREEMENT.

The effective date of this Agreement will be _____, 2012.

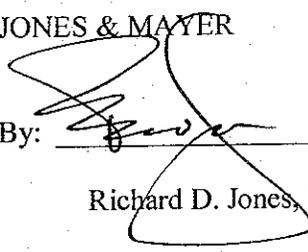
The foregoing is agreed to by:

Dated: _____

By: _____
For: City of Montclair

Dated: 7/25/12

JONES & MAYER

By:  _____

Richard D. Jones, Esq.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-72 WITH THE CALIFORNIA
DEPARTMENT OF EDUCATION TO PROVIDE
SUMMER AFTER-SCHOOL PROGRAMS

DATE: August 6, 2012

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: HSV030

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City of Montclair was awarded a California Department of Education (CDE) 21st Century Community Learning Centers Program—Elementary and Middle Schools grant.

The City Council is requested to consider adoption of Agreement No. 12-72 with the California Department of education to provide funding for after-school programs to be administered during the summer months. A copy of proposed Agreement No. 12-72 is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Community Collaborative (MCC), organized in 1996, is a partnership between the City, OMSD, and community organizations having the core objective of improving quality-of-life outcomes for children and youth. Through the ongoing strategic planning process, MCC identifies resources and develops services for children, youth, and adults.

The goal of the CDE 21st Century Program Grant is to promote opportunities for academic enrichment, helping students and schools meet performance standards in core academic subjects including reading, language, and mathematics. Youth development activities including art, music, character education, and recreation programs are also part of the grant objectives.

Proposed Agreement No. 12-72 was received on July 17, 2012, and is the final year of a five-year renewable grant. The program funding allows for summer after-school programs at Kingsley, Mission, Montera, and Ramona elementary schools. It also funds programs at both Serrano and Vernon middle schools. The funding allows these schools to provide academic and literacy support as well as safe, constructive alternatives to students in kindergarten through eighth grades. The recreational and enrichment experiences support the learning experiences addressed during the regular instructional day.

The term of proposed Agreement No. 12-72 is July 1, 2012, through December 31, 2013.

FISCAL IMPACT: Should the City Council approve Agreement No. 12-72, the California Department of Education would award the fourth year of the five-year renewable grant in

Prepared by:

M. Richter

Reviewed and
Approved by:

Proofed by:

Christine Smiderly

Presented by:

the amount of \$65,758 to the City. The award is contingent upon the availability of state funds. If the State Legislature takes action to reduce or defer the funding upon which this award is based, the award would be amended accordingly. Any funding received would pay for grant oversight, training, supplies, and the salaries of a Learning Coordinator and Learning Leaders at each school site.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-72 with the California Department of Education to provide summer after-school programs.

Grant Award Notification

GRANTEE NAME AND ADDRESS

Edward Starr, City Manager
 City of Montclair
 5111 Benito Street
 Montclair, CA 91763
Attention Mr. Starr
Program Office After School Office
Resource Code 4124
Revenue Object Code 8290
INDEX

Name of Grant Program 21st Century Community Learning Centers—Elementary and Middle—Core
 0150

GRANT DETAILS		Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
CFDA Number	84.287C	S287C110005	After School Learning Center Formula Award	U.S. Dept. of Education			
Federal Grant Number	\$65,758.00	\$65,758.00				07/01/2012	12/31/2013

I am pleased to inform you that you have been funded for the 21st Century Community Learning Centers—Elementary and Middle—Core—

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Paul Simpson-Jones, Associate Governmental Program Analyst
 After School Division
 California Department of Education
 1430 N Street, Room Suite 3400
 Sacramento, CA 95814-5901

California Department of Education Contact
 Paul Simpson-Jones
Job Title Associate Governmental Program Analyst

E-mail Address piones@cde.ca.gov
Telephone 916-319-0211

Signature of the State Superintendent of Public Instruction or Designee *Tom Tomasson*
Date July 3, 2012

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS
 On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent
Title

E-mail Address
Telephone

Signature
Date 28

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-73 WITH ONTARIO-MONTCLAIR
SCHOOL DISTRICT TO PROVIDE A LICENSED
CLINICAL SOCIAL WORKER FOR THE CASE
MANAGEMENT PROGRAM

DATE: August 6, 2012

SECTION: AGREEMENTS

ITEM NO.: 4

FILE I.D.: HSV044/SCH500

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-73 with the Ontario-Montclair School District (OMSD) to continue the services of a Licensed Clinical Social Worker (LCSW) for the Montclair Community Collaborative's case management program. Proposed Agreement No. 12-73 is attached for the City Council's review and consideration.

BACKGROUND: In December 1999, the City Council approved Agreement No. 99-108 with OMSD to provide LCSW services for the Montclair Community Collaborative's case management program. This original contract was designed as a partnership between the City of Montclair and OMSD whereby each agency contributes 50 percent of the salary and benefits for the LCSW position.

The LCSW works with other service delivery providers to intervene and assist at-risk children and adults in the Montclair community. Through the case management system and coordination of services with other professionals including Police and Code Enforcement Officers, child or adult protective services, community-based organizations, and mental health professionals, there is a higher level of effectiveness and less duplication of services.

The term of proposed Agreement No. 12-73 is July 1, 2012, through June 30, 2013.

FISCAL IMPACT: The City's contractual obligation for the LCSW position would be \$4,178 per month. Should the City Council approve this item, this amount has already been allocated in the Human Services Division Fiscal Year 2012-13 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-73 with the Ontario-Montclair School District to provide a Licensed Clinical Social Worker for the case management program.

Prepared by:

M. Richter

Proofed by:

Christine Smidely

Reviewed and
Approved by:

Presented by:

[Handwritten signatures]

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

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 6th day of August 2012 by and between the City of Montclair, hereinafter referred to as the "**CITY**," and the Ontario-Montclair School District, hereinafter referred to as the "**CONSULTANT**."

1. Services To Be Performed by Consultant.

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

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

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

(d) If **CONSULTANT** is a regular employee of a public entity, all services which **CONSULTANT** renders under this Agreement will be performed at times other than **CONSULTANT**'s regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. Compensation.

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

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

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

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

3. Term of Agreement

The term of this Agreement is from July 1, 2012 through June 30, 2013, unless sooner terminated, pursuant to the provisions of Section 6 of this Agreement. **CITY** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **CITY** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **CITY** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant.

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

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

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

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

5. Obligations of City.

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

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

6. Termination of Agreement.

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

(b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, **CITY** may terminate this Agreement by giving written 30-day notification to **CONSULTANT**.

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

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

7. General Provisions.

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

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

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

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

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

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

(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records and files of **CITY**, **CONSULTANT**, or any subcontractor connected with the performance of this Agreement involving the expenditure

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

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

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

"CITY"

By:

Signature

Paul M. Eaton

Printed Name

Mayor

Title

ATTEST:

Yvonne Smith
Deputy City Clerk

Date: _____

Date of City Council's Approval:

"CONSULTANT"

By:

Signature

Kim Stallings

Printed Name

Deputy Superintendent

Title

950 West "D" Street
Address

<u>Ontario</u>	<u>CA</u>	<u>91762</u>
City	State	Zip

(909) 445-2500
Telephone Number

Date: _____

END OF AGREEMENT FOR CONSULTANT SERVICES

Description of Services

Services to be initiated through the attached agreement will be performed through the case management portion of the Montclair Community Collaborative, a partnership between the City of Montclair, Ontario-Montclair School District, and other community partners. The following description of services specify the scope of work for a contracted "Case Manager" which include:

- 1) Serve as coordinator of the case management system by working with City staff from all departments. Primary City interactions will occur through the Human Services Division.
- 2) Follow all protocol, mandates, and confidentiality laws while providing case management services and receiving referrals through designated City of Montclair staff.
- 3) Work with school district, County, and other service providers to implement case management services.
- 4) Process assessment and intakes for referred individuals and gather necessary information from referring City staff, school, family members, and other service providers as needed. Maintain appropriate records.
- 5) Provide triage for counseling services as needed.
- 6) Oversee the extension of services through the supervision of LCSW, MFCC, and/or MSW interns. Interns will provide allied case management services.
- 7) Provision of services will occur through the City of Montclair Human Services division office as needed.
- 8) Monthly service delivery meetings will occur between the Case Manager and the City's Assistant Director of Human Services.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-74 WITH BILINGUAL FAMILY
COUNSELING SERVICES TO PROVIDE
CASE MANAGEMENT SERVICES

DATE: August 6, 2012

SECTION: AGREEMENTS

ITEM NO.: 5

FILE I.D.: HSV044

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 12-74 with Bilingual Family Counseling Services (BFCS) to provide case management services. A copy of proposed Agreement No. 12-74 is attached for the City Council's review and consideration.

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

The Montclair Community Collaborative's efforts resulted in the City of Montclair successfully obtaining a one-year competitive grant from the Inland Empire United Way (IEUW) to fund case management services for the community. The City Council approved Agreement No. 12-67 with IEUW on July 16, 2012. This contract requires the delivery of services through subcontracts to partner agencies.

Proposed Agreement No. 12-74 would provide funding to BFCS, a partner agency, for the following case management services in the Montclair community:

- Recruit a minimum of three case management interns
- Conduct trainings of case management interns on standards of case management referral and range of linkages/referrals for children and their families in the community.
- Ongoing supervision and support of case management interns

The term of Agreement number 12-74 is July 1, 2012, through June 30, 2013.

FISCAL IMPACT: BFCS would be awarded \$8,200 from the IEUW grant.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-74 with Bilingual Family Counseling Services to provide case management services.

Prepared by:

M. Richter

Reviewed and
Approved by:

[Signature]

Proofed by:

Christine Sneiderly

Presented by:

[Signature]

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

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT is made and entered into this 6th day of August 2012, by and between the City of Montclair, hereinafter referred to as the "**CITY**," and Bilingual Family Counseling Services, hereinafter referred to as the "**BFCS**."

1. Services To Be Performed by BFCS.

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

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

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

2. Compensation.

(a) Except as otherwise provided in this Agreement, **CITY** agrees to compensate **BFCS** for services rendered under this Agreement for a maximum of \$15,000.00 based on the Scope of Work, Attachment A.

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

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

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

3. Term of Agreement.

The term of this Agreement is July 1, 2012, through June 30, 2013. Termination is pursuant to the provisions of Section 6 of this Agreement. CITY shall not be obligated to pay BFCS any additional consideration unless BFCS undertakes additional services, in which instance the consideration shall be increased as CITY and BFCS shall agree in writing.

4. Obligations of BFCS.

(a) During the term of this Agreement, BFCS agrees to diligently prosecute the work specified in the attached "Description of Services" to completion.

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

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

5. Obligations of City.

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

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

6. Termination of Agreement.

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

(b) Should **BFCS** default in the performance of this Agreement or breach any of its provisions, **CITY** may terminate this Agreement by giving written 30-day notification to **BFCS**.

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

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

7. General Provisions.

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

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

- (1) Increase dollar amount
- (2) Administrative changes
- (3) Suspend funding in whole or in part if there is a reduction in availability of funds from the Inland Empire United Way
- (4) Changes as required by law or the Inland Empire United Way

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

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

(e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of CITY, BFCS, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment is made under this Agreement. BFCS shall preserve and cause to be preserved such books, records and files for the audit period.

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

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

"CITY"

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

"BFCS"

317 F Street
Ontario, CA 91762
(909) 986-7111

By: _____

Paul M. Eaton
Mayor

By: _____

Olivia Sevilla
Executive Director

Date: _____

ATTEST:

Yvonne Smith
Deputy City Clerk

Signature

Printed Name

Title

ATTACHMENT A

Scope of Work

Services to be provided:

- Recruit a minimum of three case management interns.
- Conduct trainings of case management interns on standards of case management referral and range of linkages/referrals for children and their families in the community.
- Ongoing supervision, training support, and evaluation of case management interns.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 12-75 WITH WATCHGUARD VIDEO
LLC FOR THE PURCHASE OF AN IN-CAR
VIDEO SYSTEM FOR THE PATROL FLEET

DATE: August 6, 2012
SECTION: ADMIN. REPORTS
ITEM NO.: 6
FILE I.D.: PDT240
DEPT.: POLICE

REASON FOR CONSIDERATION: The Police Department would like to replace its existing in-car mobile video recorder system. The system was purchased in 2008 from International Police Technologies, Inc. The corporation has since declared bankruptcy, rendering the equipment inoperable and irreparable.

BACKGROUND: On November 19, 2007, the City Council authorized the purchase of a mobile video recorder system (MVR) for marked Police vehicles. In June 2008, the Police Department purchased ten Vision Hawk MVRs through International Police Technologies, Inc. (IPT) to outfit its patrol fleet. IPT declared bankruptcy in May 2010. As a result, service and replacement parts are no longer available; and the system does not function as intended and needs to be replaced. Several attempts were made to contract for service and parts with other MVR manufacturers but all were unsuccessful because the system is proprietary to IPT. As such, existing equipment has been in a state of disrepair for several years.

Bid quotations received from three vendors that responded to staff's bid request for in-car camera systems are as follows:

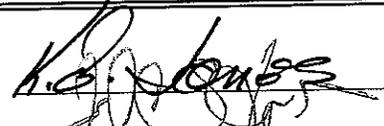
<i>Vendor</i>	<i>Bid Amount</i>
Coban Technologies, Inc.	\$180,274
L3 Mobile-Vision, Inc.	\$211,478
WatchGuard Video LLC	\$151,168

A fourth vendor opted out of the bid process. Police and Information Technology (IT) personnel reviewed the Coban Technologies, Inc., L3 Mobile Vision, Inc., and WatchGuard Video LLC camera systems. WatchGuard Video LLC's 4RE-HD Wireless In-Car Video System best meets the established criteria. Not only does the system meet the functionality sought by Police and IT personnel, but it is the lowest priced and the only system that provides high-definition resolution video. WatchGuard Video LLC has been in business for ten years and has manufactured in-car video systems for the past seven years. User agencies contacted are pleased with the system and service provided by WatchGuard Video LLC. The company's

Prepared by:



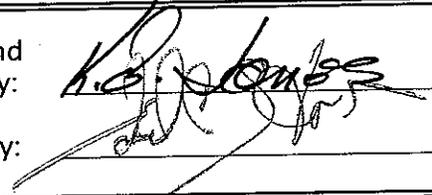
Reviewed and
Approved by:



Proofed by:



Presented by:



in-car video system is used by agencies nationwide and in Canada. Some of the California agencies that use the system include Corona, Glendora, Manhattan Beach, Cathedral City, and Monterey Police Departments; Yolo County Sheriff's Department; and the California Highway Patrol.

The in-car video system is an invaluable tool for law enforcement because it exonerates officers of misconduct or substantiates citizen complaints, provides crucial evidence in the prosecution of criminal cases, and provides public confidence.

FISCAL IMPACT: If authorized by the City Council, funding for the new in-car video system would be provided from various unexpended Police Department grants. The cost of the 4RE-HD Wireless In-Car Video System, including all hardware, software, installation, training, shipping, and taxes for 19 units, is \$151,168.

The Police Department received authorization from the City Council on June 4, 2012, to reallocate \$12,327 in unexpended 2010 Supplemental Law Enforcement Services Fund grant moneys toward the purchase of the in-car video system. The Department is in the process of reallocating unexpended Justice Assistance Grant (JAG) funds for 2009 (awarded under the American Recovery and Reinvestment Act), 2010, and 2011, totaling \$105,445 toward the purchase. The Department's 2012 JAG in the amount of \$14,622 is allocated toward the in-car video system. The remaining \$18,774 would be funded through Federal Asset Forfeiture funds.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 12-75 with WatchGuard Video LLC for purchase of an in-car video system for the Patrol fleet.

**CITY OF MONTCLAIR
AGREEMENT FOR SERVICES
WITH
ENFORCEMENT VIDEO LLC
DBA
WATCHGUARD VIDEO**

THIS AGREEMENT is made and effective as of August 6, 2012, between the City of Montclair, a municipal corporation ("City") and **Enforcement Video LLC, dba WatchGuard Video**, a **Limited Liability Corporation** with its principal place of business at **415 Century Parkway, Allen, TX 75013** ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **August 6, 2012**, and shall remain and continue in effect for a period of three months until tasks described herein are completed, but in no event later than **November 3, 2012**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

City desires to engage Contractor to supply equipment and render services for the **in car video installation services** project ("Project") as set forth in this Agreement. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **in car video installation services** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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 Agreement. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the

standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be reemployed to perform any of the Services or to work on the Project.

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, 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. City's City Manager or his/her designee shall be authorized to act on City'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 City agrees to pay Contractor in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, 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 **\$151,167.60** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or his/her designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager or his/her designee and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager or his/her designee may approve additional work not to exceed ten percent (3%) of the amount of the Agreement, but in no event shall total compensation exceed **Five Thousand Dollars (\$5,000.00)**. Any additional work in excess of this amount shall be approved by the City Council.

(c) Contractor will submit invoices 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. Payment shall be made within thirty (30) days of receipt of each invoice as to all undisputed fees. If the City 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 City be required to pay to Contractor any sum in excess of fifty percent (50%) of the maximum payable hereunder prior to receipt by City of all services as described herein. Final payments shall be made no later than sixty (60) days after final services rendered by Contractor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, 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 Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement 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 City Manager or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, 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 City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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 City that relate to the performance of services under this Agreement. 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 City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceed-

ings, and activities related to this Agreement. 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 Agreement, 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 Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, 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 City 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 Agreement.

(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 City, 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 Agreement 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 City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements 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 Agreement. 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 City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and

defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

10. INSURANCE

(a) Contractor shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City 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 Agreement, 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 City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City 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 Agreement, Contractor shall maintain on file with City a certificate of insurance, in a form acceptable to City 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 City 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 agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement 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 City 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 Agreement.

(h) General Insurance Requirements: All insurance required by express provision of this Agreement 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 City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City by certified mail. Contractor shall furnish City with copies of all such policies. Contractor may effect for its own account insurance not required under this Agreement.

11. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement 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 City for any purpose, including eligibility under Public Employees Retirement Law. Neither City 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 Agreement. 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 City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City 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 Agreement. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. The Contractor shall at all times observe and comply with all such laws and regulations. The City, 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. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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 City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, 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 agreement or subagreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager 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 Agreement 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 City notice of such court order or subpoena.

(b) Contractor shall promptly notify City 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 Agreement and the work performed thereunder or with respect to any project or property located within the City. City 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 City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Contractor covenants that neither he/she nor any officer 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 Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement 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 City: Keith Jones
Chief of Police
City of Montclair
5111 Benito
Montclair, CA 91763

To Contractor: Enforcement Video LLC dba
WatchGuard Video
415 Century Parkway
Allen, TX 75013

17. LICENSES

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

18. GOVERNING LAW

The City 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 Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement 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.

20. CONFIDENTIALITY

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

21. DISCRIMINATION

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

22. ATTORNEY FEES

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action

23. WAIVER

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

24. AMENDMENT; MODIFICATION

No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR:

CONTRACTOR:

Enforcement Video LLC dba
WatchGuard Video

Paul M. Eaton
Mayor

(Name)

(Title)

ATTEST:

Yvonne L. Smith
Deputy City Clerk

(Name)

(Title)

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the in car video installation services necessary for the project.

The contractor shall provide the following equipment –

- 4RE-STD-GPS – 4RE In-Car Camera System. Includes GPS, High definition (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 80GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 2.4 GHz wireless microphone, leather holster, hardware & cabling, 1 yr. warranty
- 4RE-WRL-KIT-05G – 4RE In-Car 802.11n Wireless Kit, 5GHz
- HI-FI Microphone – Upgrade to Hi-Fi microphone, 24 hours talk, up to 2 mile range
- DESKTOP CHARGER – Desktop Charging unit for Wireless Transmitter
- TRANSMITTER – Wireless Transmitter (additional / replacement)
- WAR-4RE-CAR-2ND – Warranty, 4RE, In-Car, 2nd Year (Months 13-24)
- WAR-4RE-CAR-3RD – Warranty, 4RE, In-Car, 3rd Year (Months 25-36)
- KEY-ELB-SRV-201 – Evidence Library 2 Server Software, 11-25 4REs (includes 5 client licenses)
- SFW-ELB-CLI-200 – Additional Remote Client License Key, Evidence Library 2
- SFW-SQL-CAL-R25 – Additional Software CALs, SQL Server 2008 R2, 5 CAL Pack
- HDW-4RE-SRV-1023U – Rack Mount 16 SATA Drive Server, Intel Xeon E5620 2.4 GHz, 6GB RAM, 5x500GB SATA 7,200 RPM drives (boot/sql), Windows Server 64-bit, SQL Server 2008 R2 (5CAL), 3-Year full service (on-site or reimbursed) warranty
- HDW-4RE-HDD-2TB – 2TB Hard Drives, Server Class, 7,200 rpm, 64MB Cache
- HDW-4RE-JBD-012 – Storage, JBOD Enclosure, 12-bay, 2U, includes SAS Cable
- WAP-KIT-05G-001 – Wi-Fi Access Point Kit, 802.11n, 5GHz, Omni-Directional
- SVC-4RE-ONS-400 – 4RE System Setup, Configuration, Testing and Training

SCHEDULE OF SERVICES

The term of this Agreement shall be from August 6, 2012 to November 3, 2012, unless earlier terminated as provided herein.

EXHIBIT "B"

COMPENSATION

The total compensation shall not exceed **\$151,167.60** without authorized written approval of the City.

Part #	Description	Qty	Unit Cost	Extended
4RE-STD-GPS	4RE In-Car Camera System. Includes GPS, High definition (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 80GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 2.4 GHz wireless microphone, leather holster, hardware & cabling, 1 yr. warranty	19	\$4,995.00	\$94,905.00
4RE-WRL-KIT -05G	4RE In-Car 802.11n Wireless Kit, 5GHz	19	\$300.00	\$5,700.00
Hi-Fi Microphone	Upgrade to Hi-Fi microphone, 24 hours talk, up to 2 mile range	19	\$100.00	\$1,900.00
Desktop Charger	Desktop Charging unit for Wireless Transmitter	5	\$99.00	\$495.00
WAR-4RE-CAR-2nd	Warranty, 4RE, In-Car 2nd year (months 13-24)	19	Included	Included
WAR-4RE-CAR-3rd	Warranty, 4RE, In-Car 3rd Year (Months 25-36)	19	Included	Included
KEY-ELD-SRV-201	Evidence Library 2 Server Software, 11-25 4Res, (Includes 5 Client Licenses)	1	\$3,495.00	\$3,495.00
SFW-ELB-CLI-200	Additional Remote Client License Key, Evidence Library 2	10	\$75.00	\$750.00
SFW-SQL-CAL-R25	Additional Software CALs, SQL Server 2008 R2, 5 CAL Pack	2	\$410.00	\$820.00
HDW-4RE-SRV-1023 U	Rack Mount 16 SATA Drive Server, Intel Xeon E5620 2.4 GHz, 6GB RAM, 5x500GB SATA 7,200 RPM drives (boot/sql), Windows Server 64-bit, SQL Server 2008 R2 (5CAL), 3-Year full service (on-site or reimbursed) warranty	1	\$6,940.00	\$6,940.00
HDW-4RE-HDD-2TB	2TB Hard Drives, Server Class, 7,200 rpm, 64MB Cache	23	\$375.00	\$8,625.00
HDW-4RE-JBD-012	Storage, JBOD Enclosure, 12-Bay, 2U, Includes SAS Cable	1	\$2,050.00	\$2,050.00
WAP-KIT-05G-001	Wi-Fi Access Point Kit, 802.11n, 5GHz, Omni-Directional	3	\$405.00	\$1,215.00
SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	19	Quoted	\$8,000.00
TRANSMITTER	Wireless Transmitter	5	\$345.00	\$1,725.00

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 12-2963 DETERMINING THE STATUS OF LOCAL SAFETY EMPLOYEE STANLEY LEROY CRIST	DATE: August 6, 2012 SECTION: RESOLUTIONS ITEM NO.: 1 FILE I.D.: PER600 DEPT.: ADMIN. SVCS.
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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.

A copy of proposed Resolution No. 12-2963 determining the status of local safety employee Stanley Leroy Crist is attached for the City Council's review and consideration.

BACKGROUND: Stanley Leroy Crist was hired as a Police Officer on December 13, 1999. He remained in this position throughout his career with the Montclair Police Department; and in April 2011, he went off work alleging job-related stress.

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

<i>Date of Injury</i>	<i>Description of Injury</i>
11.7.02	Employee sustained injuries to his right shoulder, neck, back, and right hip when he was involved in a vehicle accident during a pursuit of a suspect.
10.17.03	Employee sustained an injury to his left thigh after attempting to prevent his motorcycle from falling.
4.7.11	Employee claimed a psychological injury as a result of work-related stress. Employee later amended this claim to include a continuous trauma injury as of April 7, 2010.

In May 2011, Mr. Crist retained an attorney to represent him on his 2011 workers' compensation stress claim. On February 7, 2012, he saw Dr. Burton Wixen for a Psychiatric Agreed Medical Evaluation (AME). Dr. Wixen determined that Mr. Crist was

Prepared by:

Gary E. Chaffin

Reviewed and
Approved by:

Proofed by:

James L. Smith

Presented by:

considered totally temporarily disabled (TTD) and was in need of ongoing treatment. Dr. Wixen stated that he believed Mr. Crist would not be able to return to work as a Police Officer, although he deferred rendering his final determination until the recommended period of mental health treatment had concluded.

On June 27, 2012, Dr. Wixen reevaluated Mr. Crist and determined that his condition was permanent and stationary. He concluded that Mr. Crist's injury is work related and that he is precluded from returning to work as a Police Officer. Dr. Wixen also concluded that 90 percent of Mr. Crist's disability is caused by specific events occurring in the workplace, and he apportioned the remaining 10 percent to issues in his personal life.

In April 2012, notification was received from CalPERS indicating that Mr. Crist had submitted his application for an industrial disability retirement.

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 they begin receiving their 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 the City Council approves proposed Resolution No. 12-2963, the City will pay the ADPP to Mr. Crist in the amount of \$1,168.81 per month beginning the week of August 27, 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. 12-2963 determining the status of local safety employee Stanley Leroy Crist.

RESOLUTION NO. 12-2963

**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 Stanley Leroy Crist 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 Stanley Leroy Crist 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 Stanley Leroy Crist 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 Stanley Leroy Crist 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 August 2, 2012.

BE IT FURTHER RESOLVED that Advanced Disability Pension Payments (ADPP) will be made. The payments will be made in the amount of \$1,168.81 per month, with the first payment of \$1,168.81 being mailed the week of August 27, 2012. These ADPPs will continue on a monthly basis until the City is notified by CalPERS that Stanley Leroy Crist's retirement benefits have begun.

BE IT FURTHER RESOLVED that the member's primary disabling condition is psychological (cognitive). The member is competent to act on his own behalf in legally binding retirement matters.

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. 12-2963 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

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 12-2964 AUTHORIZING PLACEMENT OF
ASSESSMENTS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH ACCOUNTS

DATE: August 6, 2012

SECTION: RESOLUTIONS

ITEM NO.: 2

FILE I.D.: STB300-17

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: There are 702 outstanding liens on properties for collection of delinquent civil debts owed to the City for sewer and trash service. Placement of assessments on these properties would assist in more timely collection of these delinquent accounts.

BACKGROUND: The City Council authorized the placement of 836 liens on properties for delinquent sewer and trash charges on the following dates:

<i>Date</i>	<i>Number of Liens</i>
October 3, 2011	136
November 7, 2011	154
February 6, 2012	127
March 5, 2012	147
June 4, 2012	124
July 4, 2012	148
TOTAL	<u>836</u>

Liens have been cleared from 134 of these properties.

It is recommended that assessments, which are collected with the property tax, be placed on the remaining 702 properties. This action would result in more timely collection of the delinquencies than the lien process, which generates payment only upon sale or refinancing of the properties.

In addition to the regular bimonthly billings, we have sent bimonthly letters to these property owners advising them of their delinquencies. They received two notifications when the liens were placed and were again notified on July 19, 2012, that the action proposed this evening would be considered by the City Council.

Prepared by: Jane Kelleck Reviewed and Approved by: [Signature]

Proofed by: Andrea Phillips Presented by: [Signature]

FISCAL IMPACT: Recoverable amount is \$181,821.00.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 12-2964 authorizing placement of assessments on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

RESOLUTION NO. 12-2964

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR AUTHORIZING PLACEMENT
OF ASSESSMENTS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH ACCOUNTS**

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes various methods by which delinquent civil debts may be collected including, but not limited to, the placement of assessments on the properties on which the debts were generated; and

WHEREAS, City Council has recently placed property liens on 836 properties on which there are delinquent civil debts for unpaid sewer and trash charges; and

WHEREAS, the lien amount was paid on 134 of these accounts; and

WHEREAS, it is appropriate to also place assessments on these 702 properties as identified on Exhibit A of this Resolution to further encourage the payment of these charges owed to the City; and

WHEREAS, the owners of these properties have received notification of proposed actions against their properties including the date and time when such action would be considered by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approve the placement of assessments on the properties and in the amounts specified in Exhibit A, entitled "August 2012 - Property Assessments."

BE IT FURTHER RESOLVED that the Deputy City Clerk is authorized to provide the San Bernardino County Assessor's Office with the documents required to cause such assessments to be placed.

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. 12-2964 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

**Exhibit A to Resolution No. 12-2964
August 2012 - Property Assessments**

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
5356	Alamitos Street	\$232.83	\$241.62	\$248.86	\$ 723.31	Residential
5366	Alamitos Street	\$237.45	\$245.20	\$251.06	733.71	Senior
4575	Allesandro Street	\$233.98	\$241.76	\$248.88	724.62	Residential
4667	Allesandro Street	\$232.83	\$204.15		436.98	Residential
9910	Amherst Avenue	\$233.84	\$241.73	\$248.87	724.44	Residential
10227	Amherst Avenue	\$198.36			198.36	Senior
10360	Amherst Avenue	\$740.76	\$629.44	\$706.80	2,077.00	Multifamily
10421	Amherst Avenue	\$510.51	\$436.30	\$487.88	1,434.69	Multifamily
10431	Amherst Avenue	\$510.51	\$436.30	\$487.88	1,434.69	Multifamily
11151	Amherst Avenue	\$311.57	\$277.22		588.79	Residential
5577	Armsley Street	\$232.92	\$241.64	\$248.86	723.42	Residential
4432-34	Bandera Street	\$392.47	\$423.32	\$486.30	1,302.09	Multifamily
4780	Bandera Street	\$420.19			420.19	Multifamily
4990	Bandera Street	\$234.76	\$238.14		472.90	Residential
9250	Bel Air Avenue	\$168.00	\$173.09	\$179.92	521.01	Residential
9982	Bel Air Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
10024	Bel Air Avenue	\$366.64			366.64	Residential
10145	Bel Air Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
10186	Bel Air Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
10296	Bel Air Avenue	\$220.46			220.46	Residential
5225	Belvedere Way	\$244.30	\$247.59		491.89	Residential
4400	Benito Street	\$315.27	\$256.97		572.24	Residential
4460	Benito Street	\$232.83	\$241.62	\$248.86	723.31	Residential
4475	Benito Street	\$280.23			280.23	Residential
4979	Benito Street	\$255.94			255.94	Residential
5273	Benito Street	\$233.47	\$241.70	\$248.87	724.04	Residential
5429	Benito Street	\$264.80			264.80	Residential
9656	Benson Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
5382	Berkeley Street	\$230.61	\$241.38	\$248.84	720.83	Residential
4522	Bonnie Brae Street	\$238.73	\$247.52	\$254.76	741.01	Residential
4531	Bonnie Brae Street	\$233.70	\$241.72	\$248.87	724.29	Residential
4541	Bonnie Brae Street	\$306.46			306.46	Residential
11339	Brunswick Lane	\$227.45	\$248.19		475.64	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
11354	Brunswick Lane	\$215.40			\$ 215.40	Residential
11419	Brunswick Lane	\$159.75			159.75	Residential
11452	Brunswick Lane	\$223.46			223.46	Residential
10964	Buckingham Way	\$240.53	\$238.77	\$268.41	747.71	Residential
10978	Buckingham Way	\$212.71			212.71	Residential
10943	Buckskin Avenue	\$278.19			278.19	Residential
10468	Calico Court	\$234.76	\$238.14	\$268.33	741.23	Residential
9851	Camarena Avenue	\$232.89	\$241.64	\$248.86	723.39	Residential
4853	Cambridge Street	\$232.83	\$241.62	\$248.86	723.31	Residential
5438	Cambridge Street	\$232.53	\$241.59	\$248.86	722.98	Residential
5448	Cambridge Street	\$232.83	\$239.42		472.25	Residential
5471	Cambridge Street	\$232.84	\$241.62	\$248.86	723.32	Residential
5490	Cambridge Street	\$232.82	\$241.62	\$248.86	723.30	Residential
5570	Cambridge Street	\$241.45			241.45	Residential
5606	Cambridge Street	\$240.92	\$242.52	\$248.96	732.40	Residential
9112	Camulos Avenue	\$232.86	\$241.64	\$248.86	723.36	Residential
9151	Camulos Avenue	\$232.84	\$241.62	\$248.86	723.32	Residential
9243	Camulos Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
9539	Camulos Avenue	\$482.61	\$280.56	\$263.36	1,026.53	Residential
9547	Camulos Avenue	\$236.19	\$213.62	\$280.12	729.93	Residential
9606	Camulos Avenue	\$182.88	\$227.79		410.67	Residential
9737	Camulos Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
9757	Camulos Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
9859	Camulos Avenue	\$232.82	\$241.62	\$248.86	723.30	Residential
9877	Camulos Avenue	\$258.79	\$267.58	\$274.82	801.19	Residential
10153	Camulos Avenue	\$233.34	\$241.68		475.02	Residential
10234	Camulos Avenue	\$168.24	\$170.21	\$192.56	531.01	Residential
10252	Camulos Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
10259	Camulos Avenue	\$239.19	\$238.63	\$268.38	746.20	Residential
10271	Camulos Avenue	\$187.59	\$232.95		420.54	Residential
10171	Canary Court	\$234.76	\$238.14	\$268.33	741.23	Residential
4612	Canoga Street	\$723.19	\$689.99	\$1,049.91	2,463.09	Multifamily
4830	Canoga Street	\$1,244.70	\$1,244.70		2,489.40	Multifamily
4912	Canoga Street	\$237.07			237.07	Residential
4924	Canoga Street	\$234.76	\$238.14	\$268.33	741.23	Residential
4945	Canoga Street	\$161.49			161.49	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
4949	Canoga Street	\$226.73			\$ 226.73	Residential
4977	Canoga Street	\$245.57			245.57	Residential
4912	Carlton Street	\$168.58	\$170.26	\$192.58	531.42	Residential
5544	Caroline Street	\$197.27	\$222.70		419.97	Senior
11158	Carriage Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
11253	Carriage Avenue	\$235.81	\$261.35		497.16	Residential
9510	Carrillo Avenue	\$284.95			284.95	Senior
9601	Carrillo Avenue	\$236.28	\$242.01	\$248.91	727.20	Residential
9795	Central Avenue	\$206.46	\$238.73	\$248.54	693.73	Residential
9835	Central Avenue	\$315.27	\$256.97		572.24	Residential
9855	Central Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
9986	Central Avenue	\$258.79	\$267.58	\$274.82	801.19	Residential
11096	Central Avenue	\$233.44			233.44	Residential
4337	Clair Street	\$347.98			347.98	Residential
5229	Clair Street	\$245.57			245.57	Residential
9827	Coalinga Avenue	\$286.76	\$227.52	\$226.02	740.30	Senior
10231	Coalinga Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
9380	Columbine Avenue	\$268.04			268.04	Residential
9995	Columbine Avenue	\$233.52			233.52	Residential
10039	Columbine Avenue	\$159.06			159.06	Residential
10201	Columbine Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
10213	Columbine Avenue	\$240.92	\$238.81	\$268.41	748.14	Residential
11352	Cumberland Lane	\$227.45	\$248.19		475.64	Residential
11365	Cumberland Lane	\$222.21			222.21	Residential
11370	Cumberland Lane	\$178.10			178.10	Residential
11476	Cumberland Lane	\$175.41	\$240.56		415.97	Residential
10212	Del Mar Avenue	\$231.78	\$237.81	\$268.28	737.87	Residential
10236	Del Mar Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
4304	Denver Street	\$258.79	\$267.58	\$274.82	801.19	Residential
4324	Denver Street	\$271.46	\$205.88	\$249.34	726.68	Residential
5616	Denver Street	\$232.79	\$241.62	\$248.86	723.27	Residential
5675	Deodar Street	\$249.21			249.21	Residential
4390	El Morado Street	\$397.78			397.78	Residential
4400	El Morado Street	\$230.04	\$247.59		477.63	Residential
5429	El Morado Street	\$209.63	\$219.03		428.66	Senior
11159	Essex Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
4665	Evert Street	\$263.26			\$ 263.26	Senior
4674	Evert Street	\$242.43	\$268.85		511.28	Residential
5384	Evert Street	\$215.29			215.29	Residential
9463	Exeter Avenue	\$330.23			330.23	Residential
4125	Faircove Court	\$156.80			156.80	Residential
11334	Fairfax Lane	\$227.45	\$248.19		475.64	Residential
11366	Fairfax Lane	\$256.47			256.47	Residential
4219	Fauna Street	\$234.76	\$238.14	\$268.33	741.23	Residential
4244	Fauna Street	\$233.81			233.81	Residential
4456	Fauna Street	\$245.94			245.94	Residential
4703	Fauna Street	\$238.14	\$268.33		506.47	Residential
4738	Fauna Street	\$268.76			268.76	Residential
8919-21	Felipe Avenue	\$419.52	\$426.29	\$486.67	1,332.48	Multifamily
8912	Felipe Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
9163	Felipe Avenue	\$212.71	\$239.41		452.12	Residential
9387	Felipe Avenue	\$242.21	\$248.98		491.19	Residential
4747	Flora Street	\$151.10			151.10	Residential
5051	Flora Street	\$292.16	\$252.86	\$279.36	824.38	Residential
5185	Flora Street	\$236.49	\$238.33	\$268.35	743.17	Residential
9567	Fremont Avenue	\$258.79	\$267.58	\$274.82	801.19	Residential
9823	Fremont Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
10780	Fremont Avenue	\$203.08	\$185.69		388.77	Residential
10782	Fremont Avenue	\$182.75	\$161.95	\$180.71	525.41	Residential
9878	Galena Avenue	\$232.84	\$241.62	\$248.86	723.32	Residential
10149	Galena Avenue	\$306.46	\$246.03	\$269.29	821.78	Residential
9043	Geneva Avenue	\$232.81	\$241.62		474.43	Residential
9985	Geneva Avenue	\$232.83	\$227.79		460.62	Residential
10140	Geneva Avenue	\$236.49	\$238.33	\$268.35	743.17	Residential
4277	Granada Street	\$232.83	\$241.62		474.45	Residential
4328	Granada Street	\$232.83	\$241.62	\$248.86	723.31	Residential
4436	Granada Street	\$240.96	\$241.49		482.45	Residential
4982	Granada Street	\$251.99			251.99	Residential
5470	Granada Street	\$232.83	\$241.62	\$248.86	723.31	Residential
5606	Granada Street	\$238.11	\$271.58		509.69	Residential
5627	Granada Street	\$315.27	\$256.97		572.24	Residential
5628	Granada Street	\$232.83	\$241.62	\$248.86	723.31	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
10282	Greenwood Avenue	\$234.76	\$238.14	\$268.33	\$ 741.23	Residential
3866	Hampton Drive	\$157.45			157.45	Residential
5230	Hanover Way	\$168.79	\$259.94		428.73	Residential
11335	Hartford Lane	\$235.72			235.72	Residential
11343	Hartford Lane	\$227.45			227.45	Residential
11418	Hartford Lane	\$227.45	\$248.19		475.64	Residential
11432	Hartford Lane	\$159.75			159.75	Residential
4418	Harvard Street	\$236.28	\$242.01	\$248.91	727.20	Residential
4430	Harvard Street	\$232.83	\$241.62	\$248.86	723.31	Residential
4785	Harvard Street	\$249.76	\$243.49		493.25	Residential
5141-43	Harvard Street	\$215.65	\$411.26	\$445.32	1,072.23	Multifamily
5491	Harvard Street	\$221.52			221.52	Residential
5594	Harvard Street	\$185.92	\$242.74		428.66	Residential
5596	Hawthorne Street	\$232.83	\$241.62	\$248.86	723.31	Residential
9025	Helena Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
9607	Helena Avenue	\$212.71	\$236.97		449.68	Residential
9641	Helena Avenue	\$213.62	\$256.82		470.44	Residential
10436	Helena Avenue	\$224.15	\$236.98	\$268.20	729.33	Residential
11339	Hickory Lane	\$157.45	\$248.19		405.64	Residential
4581	Highland Street	\$329.13			329.13	Residential
4582	Highland Street	\$156.97			156.97	Residential
4864	Highland Street	\$258.79	\$267.58	\$274.82	801.19	Residential
4667	Holt Boulevard	\$231.26			231.26	Commercial
5132	Holt Boulevard	\$204.54			204.54	Commercial
4103	Howard Street	\$234.76	\$238.14	\$268.33	741.23	Residential
4113	Howard Street	\$306.88	\$246.07	\$269.30	822.25	Residential
4645	Howard Street	\$287.25			287.25	Residential
4780	Howard Street	\$234.76	\$238.14	\$268.33	741.23	Residential
4910	Howard Street	\$263.61	\$296.82		560.43	Residential
5230	Howard Street	\$186.77			186.77	Residential
5190	Howard Street A & B	\$471.81	\$490.88	\$505.52	1,468.21	Multifamily
4585	James Street	\$232.83	\$241.62	\$248.86	723.31	Residential
9725	Kimberly Avenue	\$241.62	\$248.86		490.48	Residential
9755	Kimberly Avenue	\$187.14			187.14	Residential
10236	Kimberly Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
10311	Kimberly Avenue	\$311.57	\$277.22		588.79	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
10386	Kimberly Avenue	\$316.33	\$655.87	\$905.57	\$ 1,877.77	Multifamily
4831-33	Kingsley Street	\$392.47	\$486.30		878.77	Multifamily
5003	Kingsley Street	\$217.81	\$265.86		483.67	Residential
5019	Kingsley Street	\$234.76	\$238.14	\$268.33	741.23	Residential
5242	Kingsley Street	\$234.76	\$238.14	\$268.33	741.23	Residential
5476	Kingsley Street	\$235.27	\$238.20	\$268.34	741.81	Residential
11325	Kingston Lane	\$221.94			221.94	Residential
5430	La Denny Street	\$320.14			320.14	Residential
5515	La Denny Street	\$232.83	\$241.62		474.45	Residential
10310-12	Lehigh Avenue	\$419.52	\$426.29	\$486.67	1,332.48	Multifamily
9803	Lindero Avenue	\$232.83	\$241.62		474.45	Residential
9836	Lindero Avenue	\$227.79			227.79	Residential
9957	Lindero Avenue	\$231.19	\$241.45	\$248.85	721.49	Residential
10041	Lindero Avenue	\$229.65	\$248.83		478.48	Residential
10042	Lindero Avenue	\$336.12	\$252.99	\$250.12	839.23	Residential
4535	Mane Street	\$207.11			207.11	Residential
4555	Mane Street	\$234.76	\$238.14	\$268.33	741.23	Residential
4846	Mane Street	\$230.61	\$237.68	\$268.27	736.56	Residential
4855	Mane Street	\$234.73	\$238.13	\$268.33	741.19	Residential
9527	Marion Avenue	\$312.85	\$250.44	\$249.83	813.12	Residential
9537	Marion Avenue	\$279.66			279.66	Residential
5121	Merle Street	\$415.65	\$433.26	\$447.74	1,296.65	Multifamily
9969	Mills Avenue	\$330.23			330.23	Residential
10069	Mills Avenue	\$185.64			185.64	Residential
10231	Mills Avenue	\$234.75	\$238.14	\$268.33	741.22	Residential
11362	Millstone Lane	\$200.66	\$244.27		444.93	Residential
11475	Millstone Lane	\$195.57			195.57	Residential
4664	Mission Boulevard	\$182.62			182.62	Commercial
5035	Mission Boulevard	\$165.79	\$181.18		346.97	Residential
5239	Monte Verde Street	\$234.75	\$238.14	\$268.33	741.22	Residential
8970	Monte Vista Avenue	\$160.52			160.52	Commercial
9775	Monte Vista Avenue	\$238.26			238.26	Residential
10235	Monte Vista Avenue	\$322.47	\$278.54		601.01	Residential
10238	Monte Vista Avenue	\$268.33			268.33	Senior
10290	Monte Vista Avenue	\$249.07	\$251.76	\$281.21	782.04	Senior
11073	Monte Vista Avenue	\$297.33	\$184.42	\$194.29	676.04	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
10557	Morgan Circle	\$234.76	\$238.14	\$268.33	\$ 741.23	Residential
9849	Norton Avenue	\$246.65			246.65	Residential
10217	Oak Glen Avenue	\$263.16			263.16	Residential
10226	Oak Glen Avenue	\$233.20	\$237.97	\$268.32	739.49	Residential
10594	Oak Glen Avenue	\$168.58	\$170.26	\$192.58	531.42	Residential
10614	Oak Glen Avenue	\$420.80			420.80	Multifamily
4595	Oakdale Street	\$354.39			354.39	Residential
4872	Olive Street	\$315.27	\$256.97		572.24	Residential
4322	Orchard Street	\$268.82	\$268.68	\$274.94	812.44	Residential
4771	Orchard Street	\$227.27			227.27	Residential
4843	Orchard Street	\$275.47			275.47	Residential
5097	Orchard Street	\$217.81	\$154.28		372.09	Residential
5358	Orchard Street	\$234.98	\$238.16	\$268.34	741.48	Residential
5392	Orchard Street	\$235.25			235.25	Residential
5422	Orchard Street	\$234.76	\$238.14	\$268.33	741.23	Residential
5690	Orchard Street	\$240.52	\$242.47	\$248.96	731.95	Residential
5257	Palo Verde Street	\$172.26	\$219.95		392.21	Senior
5415	Palo Verde Street	\$306.46	\$249.73	\$249.75	805.94	Residential
5481	Palo Verde Street	\$232.83	\$241.62		474.45	Residential
5607	Palo Verde Street	\$230.61	\$241.38		471.99	Residential
3921	Peachwood Drive	\$159.75			159.75	Residential
10855	Pipeline Avenue	\$160.93			160.93	Residential
10885	Pipeline Avenue	\$159.77	\$159.42		319.19	Residential
11112	Pipeline Avenue	\$380.89	\$157.67		538.56	Residential
10865	Pipeline Avenue #B	\$159.77	\$159.42		319.19	Residential
9585	Poulsen Avenue	\$232.83	\$213.62	\$279.66	726.11	Residential
9610	Poulsen Avenue	\$322.03	\$257.71		579.74	Residential
9935	Poulsen Avenue	\$240.81	\$242.50	\$248.96	732.27	Residential
10043	Poulsen Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
10154	Poulsen Avenue	\$253.28	\$240.18	\$268.58	762.04	Residential
11254	Poulsen Avenue	\$255.08			255.08	Residential
9375	Pradera Avenue	\$346.81			346.81	Multifamily
9542	Pradera Avenue	\$281.03	\$246.93	\$249.45	777.41	Residential
9660	Pradera Avenue	\$221.52	\$246.65		468.17	Residential
10206	Pradera Avenue	\$230.61	\$237.68	\$268.27	736.56	Residential
4426	Princeton Street	\$232.83	\$241.62	\$248.86	723.31	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
5456	Princeton Street	\$339.60			\$ 339.60	Residential
5572	Princeton Street	\$232.83	\$459.64		692.47	Residential
9081	Ramona Avenue	\$232.79	\$241.62	\$248.86	723.27	Residential
9136	Ramona Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
9151	Ramona Avenue	\$198.82	\$244.15		442.97	Residential
9254	Ramona Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
9539	Ramona Avenue	\$315.27	\$256.97		572.24	Senior
10180	Ramona Avenue	\$199.39			199.39	Residential
11442	Rockford Lane	\$227.45	\$248.19		475.64	Residential
9352	Rose Avenue	\$232.83	\$241.62		474.45	Residential
9414	Rose Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
9434	Rose Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
9720	Rose Avenue	\$259.50	\$267.66	\$274.83	801.99	Residential
9836	Rose Avenue	\$288.69	\$254.04		542.73	Residential
9866	Rose Avenue	\$211.61	\$219.25	\$225.12	655.98	Senior
10068	Rose Avenue	\$232.81	\$241.62		474.43	Residential
4560	Rosewood Street	\$233.70	\$241.72	\$248.87	724.29	Residential
4641	Rosewood Street	\$330.23			330.23	Residential
11076	Roswell Avenue	\$190.68	\$226.25		416.93	Residential
4164	Rudisill Street	\$233.70	\$248.87		482.57	Residential
5360	Rudisill Street	\$258.79	\$267.58	\$274.82	801.19	Residential
5421	Rudisill Street	\$258.79	\$267.58	\$274.82	801.19	Residential
5011	Saddleback Street	\$245.57			245.57	Residential
5272	Saddleback Street	\$236.99	\$238.38	\$268.36	743.73	Residential
5177	San Antonio Way	\$234.76	\$238.14	\$268.33	741.23	Residential
4372	San Bernardino Court	\$232.83			232.83	Residential
4375	San Bernardino Court	\$263.60	\$245.01	\$249.24	757.85	Residential
4274	San Bernardino Street	\$242.26	\$251.07	\$258.31	751.64	Residential
4711	San Bernardino Street	\$232.83	\$241.62	\$248.86	723.31	Residential
5133	San Bernardino Street	\$227.79			227.79	Residential
5474	San Bernardino Street	\$183.71	\$250.93	\$249.89	684.53	Residential
5489	San Bernardino Street	\$247.84	\$277.89		525.73	Residential
5562	San Bernardino Street	\$232.01	\$241.54	\$248.85	722.40	Residential
4485	San Jose Street	\$258.52	\$267.55	\$274.82	800.89	Residential
4424	San Jose Street #10	\$306.46	\$249.73	\$249.75	805.94	Residential
4424	San Jose Street #12	\$234.98	\$241.87	\$248.90	725.75	Residential

Street No.	Street	Lien No. 1	Lien No. 2	Lien No. 3	Total Assessment Amount	Type
4424	San Jose Street #18	\$219.80	\$240.19	\$248.71	\$ 708.70	Residential
4424	San Jose Street #27	\$232.83	\$241.62	\$248.86	723.31	Residential
4424	San Jose Street #30	\$230.00	\$247.59		477.59	Residential
11022	San Juan Way	\$234.76	\$238.14	\$268.33	741.23	Residential
11052	San Juan Way	\$234.74	\$238.13	\$268.33	741.20	Residential
11014	San Miguel Way	\$234.76	\$238.14	\$268.33	741.23	Residential
11020	San Pasqual Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
9932	Santa Anita Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
10112	Santa Anita Avenue	\$194.93			194.93	Residential
10133	Santa Anita Avenue	\$212.71	\$235.71	\$268.03	716.45	Residential
10221	Santa Anita Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
10191	Saratoga Avenue	\$235.10	\$238.17	\$268.34	741.61	Residential
9617	Surrey Avenue	\$232.83	\$241.62	\$248.86	723.31	Residential
9824	Tudor Avenue	\$232.92	\$241.64	\$248.86	723.42	Residential
9834	Tudor Avenue	\$151.44			151.44	Residential
10289	Tudor Avenue	\$234.76	\$238.14	\$268.33	741.23	Residential
9222	Vernon Avenue	\$233.22	\$197.26	\$283.20	713.68	Residential
9784	Vernon Avenue	\$230.07			230.07	Residential
9803	Vernon Avenue	\$315.27	\$256.97		572.24	Residential
5536	Vernon Court	\$222.14			222.14	Senior
5554	Vernon Court	\$234.76	\$238.14	\$268.33	741.23	Residential
4230	Via Amore	\$269.67			269.67	Residential
11053	Wesley Avenue	\$269.21			269.21	Residential
11178	Whitewater Avenue	\$241.00	\$238.82	\$268.41	748.23	Residential
4515	Yosemite Drive	\$234.76	\$238.14	\$268.33	741.23	Residential
4525	Yosemite Drive	\$236.46			236.46	Residential
4536	Yosemite Drive	\$311.57	\$277.22		588.79	Residential
4538	Yosemite Drive	\$228.61	\$237.46	\$268.25	734.32	Residential
4542	Yosemite Drive	\$234.07			234.07	Residential
10462	Yosemite Drive	\$234.76	\$238.14	\$268.33	741.23	Residential
TOTAL					\$181,821.00	

MINUTES OF THE REGULAR MEETING OF THE PUBLIC WORKS COMMITTEE HELD ON THURSDAY, JUNE 21, 2012, AT 2:00 P.M. IN THE CITY HALL CONFERENCE ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

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

II. ROLL CALL

Present: Chair Paulitz; Committee Member Eaton; City Engineer Hudson; Police Chief Jones

Also Present: Thomas Squyres

Absent: Director of Redevelopment/Public Works Staats; Facilities and Grounds Superintendent McGehee; Director of Community Development Lustro; City Planner Diaz; Public Works Superintendent Mendez

III. APPROVAL OF MINUTES

A. Minutes of the Public Works Committee Meeting of April 19, 2012

The Public Works Committee approved the minutes of the Public Works Committee meeting of April 19, 2012.

IV. PUBLIC COMMENT

Mr. Thomas Squyres was in attendance to discuss item IX A

V. TRAFFIC SAFETY/CIRCULATION ISSUES

None

VI. POLICE DEPARTMENT UPDATES/ITEMS

None

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

None

VIII. PUBLIC WORKS DEPT.-MAINTENANCE ACTIVITIES UPDATES/ITEMS

None

IX. PUBLIC WORKS DEPT. ENGINEERING DIVISION UPDATES/ITEMS

A. Thomas Squyres truck parking request

Since the year 2000 there have been complaints from residents and businesses about trucks parking on restricted streets and parking in front of residences and businesses, blocking the view of the businesses from the street. Signs were placed restricting truck parking and were somewhat effective but it just pushed the problem to other blocks. In 2006 a total ban of truck parking on City streets was presented to the Public Works Committee. During the public hearing process for the Ordinance several people spoke and stated they needed some place to park their trucks in the City. It came back to the Public Works Committee in early 2007 and the Ordinance was modified to restrict truck parking on most streets in the City but did allow truck parking on Brooks Street between Ramona Avenue and east of Monte Vista Avenue. Mr. Squyres attended the public hearings and asked for consideration of more than just Brooks Street for truck parking but the way the Ordinance was written it did restrict the parking on all streets but Brooks Street and that is how it has been for the last five years. Since 2007 when the Ordinance was adopted, Mr. Squyres has occasionally parked his truck at his residence. A few months ago Code Enforcement wrote Mr. Squyres a citation for parking a commercial vehicle in a residential area.

Mr. Squyres addressed the Public Works Committee and stated that in the past he did have a letter of support from his neighbors to park in his driveway occasionally but one of his neighbors has changed and shortly after he received a citation from Code Enforcement. Mr. Squyres is now requesting to have permit parking for himself and residents of the City to park their trucks on Palo Verde Street just west of Central Avenue so that way he can still be close to his home and his truck will be safe. He does not feel comfortable leaving his truck on Brooks Street for fear that it will be vandalized. Currently permit parking is only allowed near schools, on Bandera Street where there are homes on one side of the street and apartments on the other side of the street and on Fremont Avenue near the car dealership. City Engineer Hudson stated that the area Mr. Squyres is requesting to park at is on the south side of Costco on Palo Verde Street. Costco is on the north side of the street and residential single family residences are located on the south side of the street. During the public hearing for Costco the residents did not want trucks parking on Palo Verde Street waiting to get into Costco to unload; to keep that from occurring the City did not allow any kind of vehicular or pedestrian access into Costco from Palo Verde Street or Carrillo Street. It has been effective in keeping the trucks in Costco's parking lot. The residents were concerned about the rumbling of the diesel engine. There is a sound wall that separates Costco's parking lot from the residences

on Carrillo Street so the residents cannot hear the trucks when they load and unload their trucks and no complaints have been made by the residents about the sound. The Committee agreed to do a parking permit on an individual basis for trucks to park on Palo Verde Street between Central Avenue and Carrillo Street. As long as the truck is only going to be parked there a few times a year and not every weekend then it should not be a problem. An Ordinance will be needed because the current Ordinance precludes parking and the municipal code needs to be modified so it is permissible with a permit to allow Mr. Squyres to park on Palo Verde Street west of Central Avenue. City Engineer Hudson will prepare the Ordinance. It will be a three month process to get the Ordinance changed because of the noticing, public hearing, and Ordinances going into effect. Mr. Squyres should not park on Palo Verde Street until the Ordinance has gone into effect.

- B. Proposal from TMAD Taylor & Gaines (TTG) for assistance with application for grant funding for the Central Avenue/UPRR overhead replacement

Several years ago City Engineer Hudson requested appropriation of \$30,000 to do a thorough inspection of the Central Avenue overpass and possibly apply for some grant funds to do any repair work on the bridge over the Union Pacific rail road tracks. The funds were appropriated from Gas Tax Funds and it was carried over for two or three years without the City doing anything regarding the study. City Engineer Hudson received a proposal from a consultant who has already gone out and done an evaluation of the bridge in question. The consultant is willing to do additional studies and prepare a grant application on behalf of the City for funding for the reconstruction of the overpass and to increase the capacity from four lanes to six lanes. According to the study that has been done so far the bridge is functionally obsolete which means it is not adequate for the capacity necessary. It currently has four lanes. SANBAG did a study that determined the bridge needed to have six lanes instead of four but because it is already a grade separation SANBAG is not interested in providing any more funding to add additional lanes. The bridge is also structurally deficient. There are several locations where spalling has occurred and rebar is exposed. Repairs have been done but the original construction was poor in some respects. It is not in imminent danger of falling down and will probably be okay for many more years, but it is functionally obsolete and does have some structural deficiencies. There is a lot of surface cracking in the deck and the Caltrans bridge inspector (who inspects the bridge every two to four years) recommends treatment of the cracks to try to help seal them.

The grant program is called the Highway Bridge Program (HBP) and it is a federal grant and can be as much as 100 percent funding but more likely will be 80 percent so the City will need to come up with

matching funds at some point which can come from Gas Tax and Measure I. The proposal that was submitted by TMAD Taylor and Gaines (TTG) consultants is for \$25,000 which is less than the \$30,000 appropriation City Engineer Hudson had estimated a few years ago. City Engineer Hudson checked with the City Manager to make sure there were sufficient Gas Tax funds since Gas Tax funds are used to pay for signals, street lighting, and street maintenance. There are enough funds so City Engineer Hudson recommends entering into an agreement with TTG to do the additional bridge study and prepare the submittals that are necessary for an application.

X. CAPITAL PROJECT UPDATES

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

A. MONTE VISTA GRADE SEPARATION PROJECT

The NEPA process was started in November 2011 and the Preliminary Environmental Study (PES) form, which is required as part of the NEPA process, was prepared and submitted to Caltrans at the beginning of January. Caltrans anticipated completing its review by the middle of March 2012 and on March 17, 2012, the approved PES form was submitted back to the City. As part of the approval, eight technical studies need to be provided. That is four more than was originally anticipated. The eight studies that are being required are:

- Traffic study memorandum, which is less involved than a traffic study and is currently underway. It will be completed by the consultant in August.
- Noise study, which is not something the City originally planned on doing but is necessary according to Caltrans. This study will be completed in October.
- Initial site assessment, which was anticipated and should be completed by tomorrow and will be ready to submit to Caltrans.
- Natural Environmental Study, it includes a burrowing owl survey on the vacant properties. The burrowing owl survey was completed a couple of weeks ago and there were no findings. The report is expected to be completed in August.
- Water Quality Technical Memo, which is required and has been completed and reviewed by the City and will be submitted shortly to Caltrans.

- Visual Impact Analysis, not something the City anticipated on doing. It is the visual aesthetics the new bridge will have in the area. The analysis will be completed in October.
- Community Impact Technical Memo, a new request but not a lot of effort involved in putting it together. It will be ready in August.
- Historic Property Survey Report, which is currently underway. There are properties that could be considered historically significant because they are more than 50 years old. The homes acquired by the City on the east side of Monte Vista Avenue (which were being used for construction and industrial type purposes) are in a very poor state of repair and have been vandalized. The properties continuously have to be boarded up because of homeless moving in. City Engineer Hudson's intent is as soon as the NEPA process is complete then Measure I Funds can be used to demolish the entire site so it will not be a problem. The demolition cannot be done until the environmental is complete just in case the properties are deemed historical properties.

The latest report will be submitted to Caltrans by the middle of October. Staff is anticipating NEPA clearance by the middle of March 2013. The funding for this project is federal funds controlled by SANBAG and the funds have been set aside for this project.

B. COMMUNITY CENTER RESTROOMS

In the Community Center the current restrooms are not ADA compliant and are inadequate for the size of the building. The plans have been completed and the project will be advertised in July and hopefully be awarded and started in September.

A low energy operator is going to be added to the bathroom doors in the Senior Center restrooms and also in the Community Center bathrooms when they are built to make the doors easier to open. The doors will be added in conjunction with the Community Center Restroom project

C. INTERSECTION IMPROVEMENT PROJECT - PHASE II

This project is the follow up to last year's intersection repair project at various locations. The three locations worked on are Holt Boulevard and Ramona Avenue; Palo Verde Street and Central Avenue; and Monte Vista Avenue and Arrow Highway. Ramona Avenue and Holt Boulevard and Central Avenue and Palo Verde Street are complete. There were some traffic issues at the intersection of Monte Vista Avenue and Arrow Highway but the work should be completed next week and the traffic will resume to normal. The handicap ramps at two intersections were upgraded to

make them ADA compliant and the third handicap ramp will be completed soon at Monte Vista Avenue and Arrow Highway.

D. CARLTON STREET IMPROVEMENTS

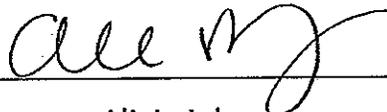
Carlton Street is an east west street just south of Mission Boulevard which runs off of Monte Vista Avenue. There are eight homes on Carlton Street that were annexed from the County of San Bernardino. The homes had dirt shoulders and pavement that was severely damaged or deteriorated. Curb, gutter, and sidewalk; new pavement; and installation of new sewers have been completed. Three homes connected to the City sewer. A Notice of Completion will be presented at a Council Meeting in July.

XII. ADJOURNMENT

Prior to adjournment, Chairman Paulitz announced that he would not be available for the regular July 19, 2012, meeting. The next meeting of the Public Works Committee will be at 2:00 p.m. on August 16, 2012.

At 2:40 p.m., Chair Paulitz adjourned the Public Works Committee.

Submitted for Public Works Committee approval,



Alicia Johnson
Transcribing Secretary

**MINUTES OF THE REGULAR MEETING OF THE CITY
OF MONTCLAIR SAFETY COMMITTEE HELD ON
THURSDAY, JUNE 21, 2012, AT 9:00 A.M. IN THE CITY
HALL CONFERENCE ROOM, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Vice Chairperson Westerlin called the meeting to order at 9:02 a.m.

ROLL CALL

Present: Vice Chairperson Merry Westerlin, Members Scott Sherwood, Sharon Agajanian, Lisa Shannon, and Chad Quidor

Also Present: Personnel Officer Gary Charleston and Dennis Ferguson, Kessler-Alair Insurance Services, Inc.

Absent: Chairperson Steve Lustro (excused) and Administrative Secretary Laura Berke (excused)

II. MINUTES

A. Minutes of Regular Safety Committee Meeting of April 19, 2012

Moved by Member Agajanian, seconded by Member Sherwood, and unanimously carried to approve the minutes of the May 17, 2012 Safety Committee Meeting.

III. ITEMS DISCUSSED

A. Building/Facility Evacuation Route Maps

Vice Chairperson Westerlin stated that she had left a message for GIS Specialist Steve Dague asking to add the locations of fire extinguishers, defibrillators, and first aid kits to the evacuation maps. She is waiting to hear back from him.

B Facility Safety Inspections

Personnel Officer Charleston stated that the citywide safety inspections were conducted by Eric Preston, Assistant Vice President of Loss Control from Keenan & Associates on June 18, 2012. The Safety Inspection Report prepared by Mr. Preston was received by Mr. Charleston this morning and presented to Safety Committee Members for review. Generally, Mr. Preston was pleased with the safety measures taken by City of Montclair staff, and had only minor, easily fixed, issues to report.

Vice Chairperson Westerlin asked if the suggestion of placing wall-mounted

hand sanitizers in the holding cells at the Police Department had been discussed any further. Mr. Charleston stated that he discussed the issue with Facilities and Grounds Superintendent McGehee, and Mr. McGehee did not want to mount anything on the walls. Committee members discussed the possibility of using free-standing units similar to those used in hospitals. Member Agajanian stated she would talk to the Police Chief to see if freestanding units would work.

C. Insurance Representative Comments

Mr. Ferguson had no comments.

IV. NEW BUSINESS

No new items were brought up for discussion.

V. ACCIDENT REPORTS

Accident Report

Christopher Paez
Office Specialist
6/2/12

Chris was driving Public Works Vehicle #215 westbound on Holt Boulevard at the intersection of Holt and Euclid Avenue in Ontario. All signal lights were flashing red, and when it was Chris' turn, he began to accelerate into the intersection and was struck on the front left side of his vehicle by a bicyclist traveling northbound on Euclid. The bicyclist stated he was not injured. A Police Report was taken at the scene.

Recommendation: Mr. Paez was not at fault, so no recommendation was made.

Injury Report

Jacob Altig
Police Officer
5/9/12

During an altercation with a suspect, Jacob got the suspect's blood on his hand, which had a cut on it. Jacob thought the suspect might have Hepatitis C, but it turned out the suspect was clean of any communicable diseases.

Recommendation: None.

Injury Report

Marilyn Hall
Administrative Aide
5/9/12

Marilyn was attending the City's Benefits Information Day held in the Community Center when she slipped on some water that had pooled around the plastic container holding ice and soft drinks, and fell to the ground. Marilyn complained of pain to her right hip and upper right side of her back. She did not seek medical aid.

Recommendation: Place a towel or absorbent mat under any ice and beverage containers placed on the floor, in order to soak up the condensation.

Vehicle Damage Report

Nicholas Medina
Police Officer
5/27/12

Nicholas was driving police unit #10 during the course of the day. He inspected the vehicle at the beginning of his shift and did not notice any damage. At the end of his shift, he found the vehicle had been vandalized with numerous scratches (key marks) on the hood, right front fender, and trunk lid.

Recommendation: When possible, try to park an unattended unit in a well-lit and visible location.

Injury Report

Julleen Potts
Police Officer
5/9/12

Julleen was attempting to arrest a combative suspect. When Julleen took the suspect down to the ground she sustained multiple scratches on her hands, and complained of pain to her back.

Recommendation: None.

Injury Report

Steve Ward
Fire Engineer
5/28/12

While lifting his gear bag into the cab of Engine 151, Steve felt a pinch in his lower back. He is currently on light duty.

Recommendation: Lift with the legs and avoid twisting and/or turning while lifting heavy objects.

VI. INFORMATION ITEMS

A. *Top Safety, Top Health, and University of California, Berkeley Wellness Letters*

Top Safety, Top Health, and University of California, Berkeley Wellness Letters were presented for Committee members' review and routing through departments.

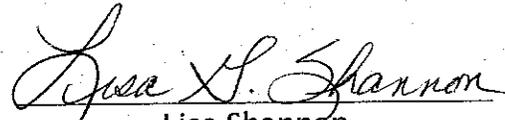
B. **First-Aid Kits**

Committee members were reminded to check the contents of their departments' first-aid kits and to make sure the doctor-approved list of contents is posted on each kit. Supplies can be restocked by contacting Fire Division Chief Steve Jackson at Extension 547.

VII. ADJOURNMENT

At 9:25 a.m., Vice Chairperson Westerlin adjourned the Safety Committee.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lisa Shannon". The signature is written in black ink and is positioned above the printed name.

Lisa Shannon
Safety Committee Member

**MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT COMMITTEE HELD ON
TUESDAY, JULY 16, 2012, AT 6:00 P.M. IN THE
CITY HALL CONFERENCE ROOM, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

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

II. ROLL CALL

Present: Council Member Dutrey, Mayor Eaton, City Manager Starr;
Director of Community Development Lustro, Captain Mike
deMoet, City Attorney Robbins

Excused: Council Member Paulitz

III. APPROVAL OF MINUTES

**A. Minutes of Code Enforcement Committee Meeting of June 18,
2012**

It was the consensus of the Code Enforcement Committee to
approve the minutes of the Code Enforcement Committee meeting
of June 18, 2012.

IV. PUBLIC COMMENT

None.

V. OLD BUSINESS

As a follow-up to the ongoing matter of code violations at 5574 Deodar
Street, the Committee discussed alternatives that would allow limited
construction within the wider interior side yard and rear yard setbacks
pursuant to Chapter 11.19 of the Montclair Municipal Code.

VI. NEW BUSINESS

Mayor Eaton inquired about when human signs are allowed. Director of
Community Development Lustro defined the difference between a

human sign and someone in the public right-of-way with or without a costume and waving at traffic.

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.

VIII. NEXT MEETING

The next Code Enforcement Committee meeting is scheduled for Monday, August 20, 2012, at 6:00 p.m. in the City Hall Conference Room.

IX. ADJOURNMENT

At 6:25 p.m., Council Member Dutrey adjourned the Code Enforcement Committee.

Submitted for Code Enforcement
Committee approval,



Laura Berke
Administrative Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JULY 16, 2012, AT 7:59 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:59 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 July 2, 2012.

Moved by City Manager Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of July 2, 2012.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 8:00 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:14 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

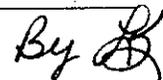
VI. ADJOURNMENT

At 8:14 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

By 

RECRUITMENT UPDATE
Tuesday, July 31, 2012

SENIOR INTERN – TEMPORARY (PUBLIC WORKS)

Nine applications were received for this temporary intern position. Five candidates were interviewed by NPDES Environmental Compliance Inspector Rosales and Administrative Aide Lizaola. Moises Peralta Gomez was selected to fill the position pending completion of a background investigation and preemployment physical

POLICE CADET

Sixty-three applications were received for this part-time position. A written test was given on Wednesday, July 11, 2012. The fifteen candidates with the highest scores were invited to an oral board interview held on Monday, July 23, 2012. An eligibility list was established. Candidates in the top tier(s) will be contacted to begin background investigations.

RESERVE POLICE OFFICER

Applications for this position are accepted on a continuous basis.

POLICE OFFICER – LATERAL

Applications for this position are accepted on a continuous basis.

LEARNING LEADER

Applications for this position are accepted on a continuous basis.

**MINUTES OF THE REGULAR MEETING OF THE CITY
OF MONTCLAIR SAFETY COMMITTEE HELD ON
THURSDAY, JULY 19, 2012, AT 9:00 A.M. IN THE CITY
HALL CONFERENCE ROOM, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Chairperson Steve Lustro called the meeting to order at 9:07 a.m.

ROLL CALL

Members Present: Chairperson Steve Lustro, Scott Sherwood, Sharon Agajanian, Lisa Shannon, Chad Quidor,

Also Present: Dennis Ferguson of Kessler-Alair Insurance Services, Inc., and Administrative Secretary Laura Berke.

Absent: Vice Chairperson Merry Westerlin

II. MINUTES

A. Minutes of Regular Safety Committee Meeting of June 21, 2012

Moved by Chairperson Steve Lustro, seconded by Member Agajanian, and there being no opposition, the minutes of the June 21, 2012 Safety Committee meeting were approved.

III. ITEMS DISCUSSED

A. Building/Facility Evacuation Route Maps - Update

Chairperson Steve Lustro commented that Vice Chairperson Westerlin is continuing to work with GIS Specialist Steve Dague in creating the building maps, particularly the City Hall and Recreation buildings because the existing maps could not be translated into a workable copy so they had to be recreated.

B Insurance Representative Comments

Dennis Ferguson proposed a Fall employee event that would be morale and safety related. Member Sherwood suggested a "No Fall" Fall event. The Committee agreed to bring ideas to the next meeting.

IV. NEW BUSINESS

None.

V. ACCIDENT REPORTS

Accident Report

Human Services

The 1998 Ford CNG Club Wagon was hit several times on the driver's side front windshield with BB gun pellets while parked in Human Services' secured parking lot.

Recommendation: Non-preventable accident.

Accident Report

Patrick McCutcheon
Division Chief

Damage to right side front and rear passenger doors of Unit No. 72-04 when the other vehicle failed to yield during Code 3 response.

Recommendation: Non-preventable accident.

VI. INFORMATION ITEMS

A. *Top Safety, Top Health, and University of California, Berkeley Wellness Letters*

Top Safety, Top Health, and University of California, Berkeley Wellness Letters were presented for Committee members' review and routing through departments.

B. **First-Aid Kits**

Committee members were reminded to check the contents of their departments' first-aid kits and to make sure the doctor-approved list of contents is posted on each kit. Supplies can be restocked by contacting Fire Division Chief Steve Jackson at Extension 547.

VII. ADJOURNMENT

At 9:13 a.m., Chairperson Lustro adjourned the Safety Committee.

Submitted for City of Montclair
Safety Committee approval,

Laura Berke
Administrative Secretary