

**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

September 4, 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](http://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**

A. Introduction of New Employees

**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 – None**

**VIII. CONSENT CALENDAR**

**A. Approval of Minutes**

1. Minutes of the Regular Joint Council/Successor Agency/  
MHC Board Meeting of August 20, 2012 [CC/MHC]

**B. Administrative Reports**

1. Consider Authorization to Purchase Three 2013 Ford Explorers and One 2013 Ford Taurus From Fritts Ford Fleet Center [CC] 4
2. Consider Authorization to Purchase a Replacement 2012 Ford F-450 Roadline Stencil Truck and Paint Pump Assembly With Approved Funds [CC] 6
3. Consider Approval of a Notice of Completion for the Senior Center Security Fencing Project and the Filing of Said Notice with the Office of the San Bernardino County Recorder [CC]
 

Consider Authorization of an \$11,890.32 Appropriation From the Park Development Fund for Construction of the Senior Center Security Fencing Project [CC] 8
4. Consider Approval of Warrant Register and Payroll Documentation [CC] 10

**C. Agreements**

1. Consider Approval of Agreement No. 12-78, the First Amendment to Agreement No. 12-44 With Merchants Building Maintenance Regarding Custodial Services for the Kids Station Facility and the Community Center [CC] 11
2. Consider Approval of Agreement No. 12-80 With California State Polytechnic University, Pomona, to Implement a Field Internship Program at the Montclair Medical Clinic [CC] 23
3. Consider Approval of Agreement No. 12-84 Ratifying the Terms and Conditions of Employment Between the City of Montclair and Executive Management Employees [CC] 27
4. Consider Approval of Agreement No. 12-86 With The Liquidation Company for Sale of Surplus and Unclaimed Property [CC] 28
5. Consider Approval of Agreement No. 12-87 With the California Highway Patrol for Use of Montclair Police Department Firearms Shooting Range [CC] 31
6. Consider Approval of Agreement Nos. 12-88, 12-89, and 12-90 With Montclair Golden Girls Softball League and All Cities Youth Baseball, Respectively, for Use of Ball Field Facilities [CC] 43
7. Consider Approval of Agreement No. 12-92 With the Hope Through Housing Foundation to Continue Providing After-School Program at San Antonio Vista Apartments [CC] 64

D. Resolutions – None

**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.

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/MHC Board

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

- 1. Minutes of the Personnel Committee Meeting of August 20, 2012 76

**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.)*

**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, September 17, 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 north and west doors of Montclair City Hall on August 30, 2012.*

## AGENDA REPORT

**SUBJECT:** CONSIDER AUTHORIZATION TO PURCHASE THREE 2013 FORD EXPLORERS AND ONE 2013 FORD TAURUS FROM FRITTS FORD FLEET CENTER

**DATE:** September 4, 2012  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 1  
**FILE I.D.:** VEH450  
**DEPT.:** POLICE

**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing replacement of two 2006 Ford Crown Victoria Police Interceptor sedans and one 2005 Ford Taurus used by administrative staff. These vehicles have high mileage and are scheduled for replacement.

**BACKGROUND:** The City Council approved the purchase of two Chevrolet Caprice Police Patrol vehicles and one Chevrolet Caprice administrative model in the Police Department's Fiscal Year 2012-13 Budget. During the process of obtaining updated cost quotations for the vehicle purchase, staff was informed the manufacturer could not guarantee the availability of Caprice vehicles with police packages. Furthermore, the standard black and white police design for the Sergeants' vehicles would no longer be available and would have to be acquired aftermarket.

Because Ford no longer produces the Crown Victoria Police Interceptor, Department personnel contacted several Ford dealers to request cost quotations for the 2013 Taurus and Explorer. Both models were tested by staff, but the interior of the Taurus was deemed too small to accommodate the equipment required of a Sergeant's vehicle. Staff is, therefore, requesting authorization to purchase two Ford Explorers with police packages for Sergeants' use and one Ford Taurus for administrative use. Staff is also requesting authorization to purchase a third Ford Explorer with a detective package to replace the Ford Taurus currently driven by the Department's narcotics investigator. Because this purchase is not a budgeted item, the Department would like to borrow \$27,285 from the Equipment Replacement Fund for the third Ford Explorer and repay that amount with Asset Forfeiture funds as they are received by the Department.

The following vendors responded to a bid request for three Explorers and one Taurus:

<i>Vendor</i>	<i>Bid Amount</i>
Fritts Ford Fleet Center	\$116,247
Chino Hills Ford	\$117,341
Ed Butts Ford	\$123,633
Ford of Upland	\$144,424

Prepared by: Trudy Burson Reviewed and Approved by: [Signature]  
Proofed by: Sharon Agajanian Presented by: [Signature]

Fritts Ford Fleet Center provided the lowest bid and is the recommended vendor for this purchase.

**FISCAL IMPACT:** If authorized by the City Council, funding for the vehicle purchase would result in an expenditure of \$116,247 from the Equipment Replacement Fund, with \$27,285 to be repaid once the Police Department receives its Asset Forfeiture Funds.

The cost breakdown, including fees and taxes, is as follows:

Two Ford Explorers with police package	\$62,650
One Ford Explorer with detective package	\$27,285
One Ford Taurus	\$26,312

**RECOMMENDATION:** Staff recommends the City Council authorize the purchase of three 2013 Ford Explorers and one 2013 Ford Taurus from Fritts Ford Fleet Center.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER AUTHORIZATION TO PURCHASE A REPLACEMENT 2012 FORD F-450 ROADLINE STENCIL TRUCK AND PAINT PUMP ASSEMBLY WITH APPROVED FUNDS	<b>DATE:</b> September 4, 2013
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 2
	<b>FILE I.D.:</b> EQS230
	<b>DEPT.:</b> PUBLIC WORKS

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**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing purchase of a replacement 2012 Ford F-450 Roadline Stencil Truck and Paint Pump Assembly per the terms, conditions, and specifications of Bid No. 6590 from Merced County, California, which will satisfy the California Air Resources Board and Air Quality Management District requirements for City fleet vehicles.

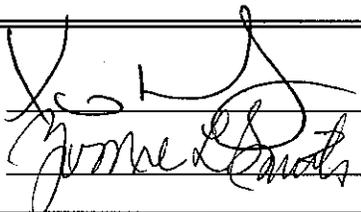
**BACKGROUND:** The City currently owns a 1992 Ford Stencil Truck and Paint Pump Assembly that is used throughout the year for painting street legends and markings on City streets and around local schools. The stencil truck has been approved for replacement in the 2012-13 Fiscal Year Budget utilizing \$85,975 from the Gas Tax Fund and the remaining \$4,475 from the Equipment Replacement Fund. The 1992 Ford Stencil Truck continues to have problems with the motor and hydraulic pump system that include burning of oil and numerous leaks. All the safety lighting is now out of compliance with federal standards, and the arrow board parts are no longer available. Because of its age and the reflective wear, the Ford Stencil Truck is unreliable.

Staff has researched stencil truck manufacturers and determined Roadline Products, Inc., would meet regulatory, performance, and service requirements. The subject model is preferred by the City's street crew for its operator conveniences, safety configurations, and the familiar pump system accessories. Roadline is one of the largest manufacturers of stencil trucks and is used by the County of San Bernardino and the cities of Beverly Hills, Ventura, Torrance, San Diego, Glendale, and many other California cities. Roadline Products, Inc., vehicles are manufactured in Downey, California. The model proposed for purchase is a TPMT 2012 Ford F-450 gasoline-powered Roadline Stencil Truck with an Airless Spray System.

The City Purchasing Manual provides the City with the option of piggybacking a bid requirement onto that of another entity purchasing the same equipment. In recommending the Ford F-450 Roadline Products Stencil Truck, staff is requesting the City Council authorize staff to piggyback its purchase on an evaluation and bid offering conducted by Merced County in September 2011.

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Prepared by:



Reviewed and  
Approved by:



Proofed by:

Presented by:

The County of Merced Department of Administrative Services–Purchasing staff conducted an Invitation for Bid No. 6590 for one stencil truck and paint pump assembly that ended September 28, 2011. Roadline Products was the only manufacturing business that submitted a bid for a stencil truck; and as a result of the approved bid submittal from Roadline Products and the fact that it met all the terms, conditions and specifications contained in the bid invitation, Roadline was awarded the contract. Staff also contacted two recent purchasers of the Roadline Stencil Truck to gather opinions regarding the vehicle. Both purchasers were completely satisfied with their selection.

**FISCAL IMPACT:** Funding for a replacement stencil truck is included in the Fiscal Year 2012–13 Budget utilizing \$85,975 from the Gas Tax Fund and the remaining \$4,475 from the Equipment Replacement Fund. By piggybacking on Merced County's contract, the City would be able to purchase the 2012 Ford F-450 Roadline Products, Inc. Stencil Truck and Paint Pump Assembly for the price of \$90,450. The amount budgeted for this purchase is \$90,500.

**RECOMMENDATION:** Staff recommends the City Council authorize purchase of a replacement 2012 Ford F-450 Roadline Stencil Truck and Paint Pump Assembly with approved funds.

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF A NOTICE OF COMPLETION FOR THE SENIOR CENTER SECURITY FENCING PROJECT AND THE FILING OF SAID NOTICE WITH THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER

CONSIDER AUTHORIZATION OF AN \$11,890.32 APPROPRIATION FROM THE PARK DEVELOPMENT FUND FOR CONSTRUCTION OF THE SENIOR CENTER SECURITY FENCING PROJECT

**DATE:** September 4, 2012

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**FILE I.D.:** CVC450

**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of a Notice of Completion for the Senior Center Security Fencing Project and the filing of said notice with the Office of the San Bernardino County Recorder pursuant to state law.

**BACKGROUND:** On March 21, 2012, Dan Lyman Construction, Inc., was awarded a contract for construction of the Senior Center Security Fencing Project and entered into Agreement No. 12-34. All work required under Agreement No. 12-34 has been satisfactorily completed. Work included modifications to existing fencing surrounding the Senior Center that included added height, shepherd's crooks, and new self-closing gate mechanisms.

**FISCAL IMPACT:** The construction contract was awarded to Dan Lyman Construction, Inc., for \$12,724.56 and included a construction contingency of \$2,500. The funding source for this project is the Park Development Fund.

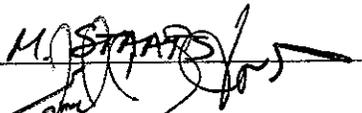
The final construction cost ultimately decreased from the awarded amount of \$12,724.56 to the final cost of \$11,890.32, a decrease of \$834.24.

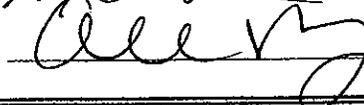
**RECOMMENDATION:** Staff recommends the City Council take the following actions related to completion of the Senior Center Security Fencing Project:

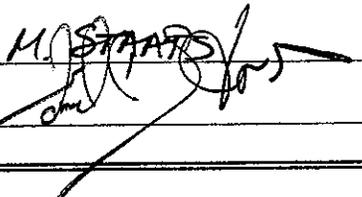
1. Approve a Notice of Completion and the filing of said notice with the Office of the San Bernardino County Recorder.
2. Authorize an \$11,890.32 appropriation from the Park Development Fund to pay for construction of the project.

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Prepared by: 

Reviewed and  
Approved by: 

Proofed by: 

Presented by: 

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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:

Senior Center Security Fencing Project

for the undersigned City of Montclair,  
a Municipal Corporation, on the 20th day of August, 2012

The City accepted the job on the 20th day of August, 2012

The Contractor on said job was  
Dan Lyman Construction, Inc.  
4330 Golden Ave.  
San Bernardino, Ca. 92404

The improvement consisted of:

Fencing Improvements

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

5111 Benito Street 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

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION      **DATE:** September 4, 2012  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 4  
**FILE I.D.:** FIN540  
**DEPT.:** ADMIN. SVCS.

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**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 September 4, 2012, and Payroll Documentation dated July 15, 2012; finds them to be in order; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated September 4, 2012, totals \$2,215,072.23. The Payroll Documentation dated July 15, 2012, totals \$550,936.66, with \$386,198.37 being the total cash disbursement.

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

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Prepared by: *Yvonne Smith*  
Proofed by: *Andrew Phillips*

Reviewed and Approved by: *[Signature]*  
Presented by: *[Signature]*

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 12-78, THE FIRST AMENDMENT TO AGREEMENT NO. 12-44 WITH MERCHANTS BUILDING MAINTENANCE REGARDING CUSTODIAL SERVICES FOR THE KIDS STATION FACILITY AND THE COMMUNITY CENTER	<b>DATE:</b> September 4, 2012 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> CVC060 <b>DEPT.:</b> PUBLIC WORKS
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**REASON FOR CONSIDERATION:** Staff is requesting the City Council consider amending Agreement No. 12-44 with Merchants Building Maintenance to include custodial services for the Montclair Kids Station facility and for the Community Center building at the Civic Center. This Kids Station facility was not included in the original contract. The Human Services Division has moved the City's Mini School Program to this facility, and it will require appropriate custodial maintenance. In addition, Agreement No. 12-44 anticipated only occasional use of the Community Center facility at the Civic Center. Maintenance for this facility was bid on an "as needed" basis. However, staff has determined that daily use of the Community Center for recreation programs and meetings necessitates maintenance on a regular schedule. The City Council is, therefore, requested to consider approval of Agreement No. 12-78, the First Amendment to Agreement No. 12-44 with Merchants Building Maintenance.

A copy of proposed Agreement No. 12-78 is attached for the City Council's review and consideration. Agreement No. 12-44 has been included in the agenda packet for reference.

**BACKGROUND:** On June 18, 2012, the City Council approved Agreement No. 12-44 with Merchants Building Maintenance. Merchants Building Maintenance was retained to provide custodial services for the Civic Center and the Police facility. At the time Requests for Proposals were distributed to custodial contractors, staff did not foresee reuse of the Kids Station; and it was not included in the list of facilities for bid purposes. In addition, the original Request for Proposals only anticipated use of the Community Center on an "as needed" basis. Bids supplied for the Community Center covered infrequent cleanings. However, since Agreement No. 12-44 was approved, the Community Center has seen more use through rentals and because of various recreation classes. The line item prices for cleaning the Community Center on an "as needed" basis are greater than changing the contract to reflect a regular maintenance schedule.

The Kids Station at the Montclair Transcenter was built with grant funds and moneys from the former Redevelopment Agency for the purpose of providing a child care center for the community and for commuters. A corporate day care business operated the facility since its opening in the 1990s. However, the corporate operator decided not to renew its lease

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Prepared by:

*M. STAATS*  
*Tronae R Smith*

Reviewed and  
Approved by:

Presented by:

*[Handwritten signatures]*

for the facility upon its termination in March 2011. The facility has been empty for a little over a year. Recently, the Human Services Division decided to relocate the children's Mini School Program from the Recreation Center to the former Kids Station site at the Montclair Transcenter.

In looking at reuse of the Kids Station facility, staff contacted Merchants Building Maintenance for a quote on the cost of monthly custodial service. In addition, another firm was contacted to supply a quote. Merchants Building Maintenance supplied the lower cost quotation for services. Staff recommends Agreement No. 12-44 be modified to add the additional cost and work required for the child care facility. Agreement No. 12-78 will include Exhibit A-1 (Scope of Work) and Exhibit B-1 (cost analysis) to cover the additional work required for the Kids Station and the Community Center.

**FISCAL IMPACT:** The total original cost of Agreement No. 12-44 is \$126,010.08 annually. Approval of Agreement No. 12-78 would add \$5,901.48 annually to the contract for maintenance of the Kids Station. The annual cost of maintenance of the Community Center would be \$17,833.32. After deducting the costs of "as needed" services for the Community Center, adoption of Agreement No. 12-78 would increase maintenance costs with Merchants Building Maintenance by \$20,686.80 annually. The total annual cost of the custodial services agreements with Merchants Building Maintenance would be \$146,766.88.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 12-78, the First Amendment to Agreement No. 12-44 with Merchants Building Maintenance regarding custodial services for the Kids Station facility and the Community Center.

**AGREEMENT NO. 12-78**

**THE FIRST AMENDMENT TO AGREEMENT NO. 12-44**

**WITH**

**MERCHANTS BUILDING MAINTENANCE**

**FOR**

**CUSTODIAL SERVICES**

This agreement is made and entered into this 1st day of September, 2012, by and between the CITY OF MONTCLAIR, a municipal corporation hereinafter designated as "City," and MERCHANTS BUILDING MAINTENANCE, hereinafter designated as "Contractor," and collectively designated as the "Parties."

**RECITALS**

WHEREAS, Parties have previously entered into Agreement No. 12-44 on June 18, 2012, for building custodial services, hereinafter called "Project;" and

WHEREAS, Agreement No. 12-44 included "EXHIBIT A-SCHEDULE OF WORK ITEMS-Specific Requirements by Building;" and

WHEREAS, Agreement No. 12-44 included "EXHIBIT B-ITEMIZED CUSTODIAL MAINTENANCE COST;" and

WHEREAS, Parties desire to add additional services to Exhibit A.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED** by and between City and Contractor to add "EXHIBIT A-1-CUSTODIAL SERVICES FOR KIDS STATION AND COMMUNITY CENTER" to Agreement No. 12-44.

**BE IT FURTHER AGREED** by and between City and Contractor that compensation for the additional services described in "EXHIBIT A-1-CUSTODIAL SERVICES FOR KIDS STATION AND COMMUNITY CENTER" shall be provided for in accordance with the attached "EXHIBIT B-1-ITEMIZED CUSTODIAL MAINTENANCE COST FOR KIDS STATION AND COMMUNITY CENTER."

**BE IT FURTHER AGREED** by and between City and Contractor that EXHIBIT A referencing "COMMUNITY CENTER AS REQUESTED SERVICES" AND EXHIBIT B ITEMS 7 THRU 16 SHALL BECOME NULL AND VOID and that that all other terms of Agreement 12-44 shall remain as set forth therein.

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

CITY OF MONTCLAIR, CALIFORNIA

MERCHANTS BUILDING MAINTENANCE

By: \_\_\_\_\_  
Paul M. Eaton, Mayor

By: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_  
Yvonne L. Smith Deputy City Clerk

By: \_\_\_\_\_  
Title:

Approved as to form:

\_\_\_\_\_  
Diane E. Robbins, City Attorney

**EXHIBIT A-1-CUSTODIAL SERVICES FOR KIDS STATION AND COMMUNITY CENTER**

**SCHEDULE OF WORK ITEMS**

**Specific Requirements by Building**

The Custodial Maintenance CONTRACTOR shall be responsible for all custodial maintenance of the properties as set forth in this Agreement. Duties will include, but are not be limited to, the following:

**BUILDING OPERATING HOURS AND CLEANING SCHEDULES**

Due to the nature of the various building types and the schedules the following schedule shall apply to all facilities as listed below:

**Kids Station**

1. Operation Monday through Friday 7:00 a.m. to 5:00 p.m.
2. Cleaning shall occur between the hours of 5:00 p.m. and 6:00 a.m. Monday through Friday.

**Community Center**

1. Operation (varies)
2. Cleaning shall occur Monday through Friday after activities have concluded for the day.

**THE FOLLOWING PRODUCTS SHALL BE SUPPLIED BY THE CITY FOR ALL FACILITIES**

- a. Toilet tissue
- b. Paper roll towels
- c. Paper multifold towels
- d. Foam-type hand soap

## KIDS STATION

### DAILY SERVICE

1. Sweep all hard-surfaced floors with either treated dust-mops or microfiber dust-mops. (Epoxy floors to be swept with bristle type broom)
2. Vacuum all building entry mats (inside and out).
3. Mop spills from all hard floor surfaces.
4. Vacuum all carpet in corridors.
5. Empty, damp-wipe clean, and dry ashtrays and replace sand as necessary.
6. Empty all building trash and recycle containers and place refuse in designated areas (replace soiled liners as required).
7. Remove smudges from doors, door frames, and counters.
8. Clean and polish drinking fountains.
9. Return furniture to neat and orderly position.
10. Clean spillage spots from carpets.
11. Clean all tables, chairs, counters, and sinks.
12. Dump trash and recyclables in common areas (replace soiled liners as required).
13. Clean all appliances in staff room as required.
14. Sweep and mop staff room floor.
15. Inspect for vandalism and report to City's representative.
16. Dump trash receptacles at all building entrances. **Replace liners daily.**
17. Dump trash in all common areas (replace soiled liners as required).
18. Sweep building entrances.
19. Clean counters, floors, wash basins, floor sinks, and appliances in kitchen.
20. Dump trash in kitchen and staff room.
21. Turn off all lights after cleaning is complete.
22. Set burglar alarms and close and lock all doors after cleaning is complete.

### WEEKLY SERVICE

1. Detail vacuum all carpeted areas.
2. Dust baseboards, ledges, and windowsills.
3. Perform dusting of low-reach areas.
4. Detail woodwork.
5. Dust office furniture including book cases, chairs, tables, etc., with treated dust cloths and feather type microfiber dusters. Individual desks shall not be dusted unless requested in advance by City personnel. Requesting employee shall remove all items from the desk top prior to dusting.
6. Spot clean painted partitions and painted walls.

7. Spot-clean all wall switches and door facings.
8. Clean entry door metal and thresholds.
9. Dust open flat surfaces.
10. Clean and sanitize all toys, individual cubbies, and furniture.

#### **MONTHLY SERVICE**

1. Perform dusting of high-reach areas including partition tops, door tops, and air conditioning vents.
2. Dust picture frames.
3. Wipe down furniture in common areas.

#### **QUARTERLY SERVICE**

1. Brush or vacuum upholstered furniture.
2. Wipe down plastic and leather furniture.
3. Clean entry door metal trim.
4. Brush down or vacuum wall/ceiling vents.

#### **HARD FLOOR SERVICE**

1. Clean and refinish all common areas floors (strip and wax). **(TWICE PER YEAR)**
2. Wipe down baseboards when refinishing floors.
3. All epoxy-coated floors shall be scrubbed either manually with a brush or with auto scrubber to remove ground in dirt, grease, etc. **(WEEKLY)**

#### **WINDOW CLEANING SERVICE**

1. Entire building exterior window cleaning. **(TWICE/YEAR)**
2. Entire interior window cleaning. **(ONE TIME/YEAR)**

#### **CARPET CLEANING SERVICE**

1. Carpet extraction. **(ANNUALLY)**

#### **EXTERIOR SERVICE:**

1. Sweep entrance approaches daily.

#### **RESTROOM SERVICE (DAILY)**

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace insert with new paper liner.
3. Polish all metal and mirrors.
4. Clean and disinfect all dispensers.
5. Clean and disinfect wash basins, toilets, and urinals.
6. Spot-clean walls and toilet partitions.
7. Spot-clean walls around wash basins.

8. Mop all lavatory floors with germicidal solution.
9. Refill soap, towel, tissue containers, and seat cover dispensers.
10. Pour clean water down floor drains to prevent sewer gases.

**RESTROOM SERVICE (WEEKLY)**

1. Brush down vents.
2. Wash down walls and toilet compartment partitions.
3. Perform high dusting.
4. Wipe down lockers with germicidal solution.

## COMMUNITY CENTER

### DAILY SERVICE

1. Sweep all hard-surfaced floors with either treated dust mops or microfiber dust mops.
2. Vacuum all building entry mats (inside and out).
3. Mop spills from all hard surface floors.
4. Vacuum all carpeted areas.
5. Empty, damp-wipe clean, and dry ashtrays and replace sand as necessary.
6. Empty all office multipurpose room trash and recycle containers and place refuse designated areas (replace liners daily).
7. Spot-clean glass entry doors and surrounding glass inside and out.
8. Remove smudges from doors, door frames, and counters.
9. Clean and polish drinking fountains.
10. Return furniture to neat and orderly position.
11. Close and lock all doors after cleaning is complete.
12. Turn off all lights after cleaning is complete.
13. Clean spillage spots from carpets.
14. Dump trash and recyclables in common areas (replace liners daily).
15. Clean all appliances in staff room as required.
16. Inspect for vandalism and report to client.
17. Dump trash receptacles at all building entrances (replace liners daily).
18. Dump trash in all common areas and multipurpose rooms and pottery room (replace liners daily).
19. Sweep building entrances.
20. Clean tables and chairs in multipurpose rooms and pottery room as needed.
21. Spot mop all hard floor surfaces throughout facility needed.
22. Auto scrub gym floor daily (white pad).
23. Clean wet bar sinks, countertops.
24. Fill all soap and paper towel dispensers as needed.

### WEEKLY SERVICE

1. Detail vacuum all carpeted areas.
2. Dust baseboards, ledges, and windowsills.
3. Perform dusting of low-reach areas.

4. Detail wood work.
5. Dust office furniture including book cases, chairs, tables, etc., with treated dust cloths and feather-type microfiber dusters. Individual desks shall not be dusted unless requested in advance by city personnel. Requesting employee shall remove all items from the desktop prior to dusting.
6. Spot clean painted partitions and painted walls.
7. Spot-clean all wall switches and door facings.
8. Clean entry door metal and thresholds.
9. Dust open flat surfaces.
10. Complete wet mopping of all hard floor surfaces (except gym floor).

#### **MONTHLY SERVICE**

1. Perform dusting of high-reach areas including partition tops, door tops, and air conditioning vents.
2. Dust picture frames.
3. Wipe down furniture in common areas.

#### **QUARTERLY SERVICE**

1. Brush or vacuum upholstered furniture.
2. Wipe down plastic and leather furniture.
3. Clean entry door metal trim.
4. Brush down or vacuum wall/ceiling vents.

#### **HARD FLOOR SERVICE (except wood floors)**

1. Clean and refinish all common areas floors. (strip and wax) **(TWICE PER YEAR)**
2. Wipe down baseboards when refinishing floors.
3. All epoxy coated floor shall be scrubbed either manually with a brush or with auto scrubber to remove ground in dirt, grease etc. **(WEEKLY)**

#### **WINDOW CLEANING SERVICE**

1. Entire building exterior window cleaning. **(TWICE/YEAR)**
2. Entire interior window cleaning. **(ONE TIME/YEAR)**

#### **CARPET CLEANING SERVICE**

1. Carpet extraction. **(ANNUALLY)**

### **EXTERIOR SERVICE:**

1. Sweep entrance approaches daily.

### **DAILY RESTROOM SERVICE**

1. Empty and wipe out all wastepaper receptacles.
2. Empty sanitary napkin containers and replace insert with new paper liner.
3. Polish all metal and mirrors.
4. Clean and disinfect all dispensers.
5. Clean and disinfect wash basins, toilets, and urinals.
6. Spot-clean tile walls and toilet partitions.
7. Spot-clean walls around wash basins.
8. Mop all lavatory floors with germicidal solution.
9. Refill soap, towel, tissue containers, and seat cover dispensers.
10. Pour clean water down floor drains to prevent sewer gases.

### **WEEKLY RESTROOM SERVICE**

1. Brush down vents.
2. Clean ceramic tile walls and toilet compartment partitions.
3. Perform high dusting.
4. Wipe down lockers and benches with germicidal solution.

### **DAILY COMMERCIAL KITCHEN CLEANING**

1. Remove rubber floor mats to location designated by client, wash mats and return to kitchen.
2. Sweep and mop floor.
3. Epoxy-coated floors shall be scrubbed manually with a brush or auto scrubber to removed ground in dirt and grease, etc.
4. Wipe down appliances.
5. Wipe down cabinets and walls.
6. Dump trash and replace liners daily.
7. Wash waste receptacles as needed.
8. Fill soap and paper dispensers as needed.

**EXHIBIT "B-1"**

**ITEMIZED CUSTODIAL MAINTENANCE COSTS FOR KIDS STATION**

No.	Description	Quant	Unit Cost	Annual Cost
1.	Kids Station - Per Month	12	\$491.79	\$5,901.48
2.	Community Center – Per Month	12	\$1486.11	\$17,833.32

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 12-80 WITH CALIFORNIA STATE  
POLYTECHNIC UNIVERSITY, POMONA,  
TO IMPLEMENT A FIELD INTERNSHIP  
PROGRAM AT THE MONTCLAIR  
MEDICAL CLINIC

**DATE:** September 4, 2012  
**SECTION:** AGREEMENTS  
**ITEM NO.:** 2  
**FILE I.D.:** HSV043  
**DEPT.:** COMMUNITY DEV.

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 12-80 with California State Polytechnic University, Pomona, for implementation of a university-level field placement program at the Montclair Medical Clinic.

A copy of proposed Agreement No. 12-80 is attached for the City Council's review and consideration.

**BACKGROUND:** California State Polytechnic University, Pomona, has requested to implement a university-level field placement program at the Montclair Medical Clinic to provide support for its service-learning objective(s) by offering its students the opportunity for community service while assisting the Medical Clinic in the areas of support for clients related to community health programs and issues.

The City of Montclair would provide the field site for University field placement student(s) at the Medical Clinic under the supervision of the Medical Clinic Coordinator.

The term of proposed Agreement No. 12-80 is July 1, 2012, through June 30, 2015.

**FISCAL IMPACT:** There would be no direct fiscal impact to the General Fund should the City Council approve proposed Agreement No. 12-80.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 12-80 with California State Polytechnic University, Pomona, to implement a university-level field placement program at the Montclair Medical Clinic.

---

Prepared by:

*M. Richter*

Reviewed and  
Approved by:

*[Handwritten signature]*

Proofed by:

*Christine Smedley*

Presented by:

## Service-Learning Agreement

This agreement ("Agreement") is between the Trustees of the California State University on behalf of **California State Polytechnic University, Pomona** and the **City of Montclair** ("Learning Site"). In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows:

### I. Learning Site's Responsibilities

- A. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
- C. Provide student with a written description of the student's tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
- E. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test; obtain the student's fingerprints, background check and/or tuberculosis test; and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.

### II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
  - 1. Participate in all training required by the Learning Site.
  - 2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
  - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
  - 4. Abide by the Learning Site's rules and standards of conduct.
  - 5. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
- B. The University will advise student that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation a learning activity at the Learning Site.
- C. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement. The Learning Site will be named as additional insured.

### III. General Provisions

- A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his/her work. At the 5 year termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.
- B. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- C. Each party is self-insured and agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- D. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- F. Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of the University or the Learning Site.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- H. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:  
Dr. Gilbert Cadena  
Director, Ctr. for Community Engagement  
(909) 869-4284  
grcadena@csupomona.edu

LEARNING SITE:  
Name: Marcia Richter  
Title: Assistant Director of Human Services  
Telephone Number: (909) 625-9453  
Email Address: mrichter@cityofmontclair.org

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.  
CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA      CITY OF MONTCLAIR  
By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature                      Date  
Dr. Claudia Pinter-Lucke, AVP Academic Programs

\_\_\_\_\_  
Authorized Signature                      Date  
Paul M. Eaton, Mayor

ATTEST:

By: \_\_\_\_\_  
Yvonne Smith  
Deputy City Clerk  
City of Montclair

Date: \_\_\_\_\_

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 12-84 RATIFYING THE TERMS AND  
CONDITIONS OF EMPLOYMENT BETWEEN  
THE CITY OF MONTCLAIR AND EXECUTIVE  
MANAGEMENT EMPLOYEES

**DATE:** September 4, 2012  
**SECTION:** AGREEMENTS  
**ITEM NO.:** 3  
**FILE I.D.:** EXM100  
**DEPT.:** ADMIN. SVCS.

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 12-84 ratifying the terms and conditions of employment between the City of Montclair and executive management employees.

A copy of proposed Agreement No. 12-84 is included in the agenda packets for the City Council's review and consideration.

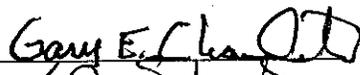
**BACKGROUND:** The City of Montclair and executive management employees have reached agreement on the provisions related to the terms and conditions of employment. Proposed Agreement No. 12-84 shall be effective upon date of ratification by the City Council for the period July 1, 2012, through June 30, 2013. After June 30, 2013, the existing terms, conditions, and provisions of the proposed Agreement shall remain in effect; and City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet-and-confer process or unless otherwise indicated in the proposed Agreement.

**FISCAL IMPACT:** There is no fiscal impact associated with ratifying proposed Agreement No. 12-84 between the City of Montclair and executive management employees other than what has been included in the Fiscal Year 2012-13 Budget.

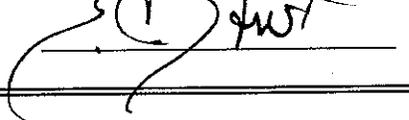
**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 12-84 ratifying the terms and conditions of employment between the City of Montclair and executive management employees.

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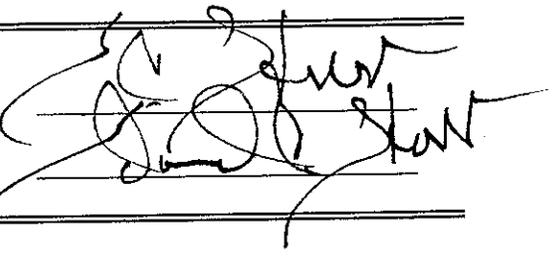
Prepared by:



Proofed by:



Reviewed and  
Approved by:



Presented by:

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 12-86 WITH THE LIQUIDATION  
COMPANY FOR THE PUBLIC SALE OF  
SURPLUS AND UNCLAIMED PROPERTY

**DATE:** September 4, 2012

**SECTION:** AGREEMENTS

**ITEM NO.:** 4

**FILE I.D.:** EQS051/052

**DEPT.:** POLICE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 12-86 with The Liquidation Company for the public sale of surplus and unclaimed property.

A copy of proposed Agreement No. 12-86 is attached for the City Council's review and consideration.

**BACKGROUND:** The Police Department has used The Liquidation Company as an alternate auction source to dispose of surplus City property and unclaimed property in Police custody several times each year. The frequency of these auctions has significantly remedied issues related to the handling and storage of this property as well as curtailed Police and Finance personnel costs associated with inventorying, tagging, selling, and bookkeeping procedures. The auctioneer works with other public agencies in the auction of surplus and unclaimed property. The Liquidation Company periodically collects the City's surplus and unclaimed property and stores it until a combined agency auction could be held. Although auctions are held a number of times throughout the year, they are sizable enough to draw a wider turnout than the City could on its own.

Proposed Agreement No. 12-86 authorizes The Liquidation Company to administer the entire auction process once it takes possession of the property. The term of the proposed Agreement is July 1, 2012, through June 30, 2013.

**FISCAL IMPACT:** The Liquidation Company's standard fee is 35 percent of gross sales.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 12-86 with The Liquidation Company for the public sale of surplus and unclaimed property.

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Prepared by:

*Trudy Burson*

Reviewed and  
Approved by:

*Mark Lyons*

Proofed by:

*Sharon Aggiman*

Presented by:



10012 CITRUS AVENUE  
FONTANA, CA 92335  
888-700-0523

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AGREEMENT

This agreement dated the 1<sup>st</sup> day of July, 2012 in the County of San Bernardino, State of California, by and between **CITY OF MONTCLAIR** hereinafter referred to as **SELLER**, and **THE LIQUIDATION COMPANY** hereinafter referred to as **AUCTIONEER**.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the **SELLER'S** needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which **AUCTIONEER** is obligated to perform under the terms of this Agreement, the **SELLER** shall pay to the **AUCTIONEER** a standard Seller's Fee of 35 percent of gross sales. **AUCTIONEER** shall provide a check made payable to **CITY OF MONTCLAIR** of net proceeds of auction. The check shall be delivered to **SELLER** no later than thirty (30) working days after the sale and removal of sold items.
2. The duty of the **AUCTIONEER** shall be to serve as **AUCTIONEER** and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. **AUCTIONEER** has a security bond (#70611286) on file with the State of California. **AUCTIONEER** is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#102618). **AUCTIONEER** shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.
3. **AUCTIONEER** shall be an independent contractor retained by the **SELLER** for the aforementioned purpose. Employees of the **AUCTIONEER** will not be considered for any reason to be employees of the **SELLER**.
4. It shall be the responsibility of the **AUCTIONEER** to obtain, at the **AUCTIONEER'S** expense, all required licenses and permits necessary to perform under this Agreement. **SELLER** warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the **AUCTIONEER** the right to convey a merchantable title to that property to the successful buyer at the auction. **SELLER** shall offer all board approved surplus property to **AUCTIONEER**. In the event **SELLER** provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. The AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.
6. In the case of dispute, the laws of the State of California and the County of San Bernardino shall apply.
7. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.
8. AUCTIONEER shall have the right but not the obligation to charge buyers a "BUYERS PREMIUM" or surcharge not to exceed thirteen percent (13%), the full amount of which AUCTIONEER will be entitled.
9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.
10. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law of the items sold pursuant to this agreement.
11. The term of this agreement shall end on the 30<sup>th</sup> of June, 2013. The SELLER or AUCTIONEER have the right to terminate this agreement at any time after thirty (30) days prior written notice specifying the desired date of termination.

The parties hereto have executed this Agreement on 1<sup>st</sup> day of July, 2012.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

The Liquidation Company

## AGENDA REPORT

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 12-87 WITH THE CALIFORNIA  
HIGHWAY PATROL FOR USE OF THE  
MONTCLAIR POLICE DEPARTMENT  
FIREARMS SHOOTING RANGE

**DATE:** September 4, 2012  
**SECTION:** AGREEMENTS  
**ITEM NO.:** 5  
**FILE I.D.:** PDT725  
**DEPT.:** POLICE

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 12-87 with California Highway Patrol for use of the Montclair Police Department firearms shooting range. Proposed Agreement No. 12-87 has been approved by the City Attorney and is attached for the City Council's review and consideration.

**BACKGROUND:** The indoor shooting range at Police headquarters is used at least two days each month for firearms training. When not in use by staff, the facility is rented to other law enforcement agencies to offset costs associated with maintenance.

The Department of California Highway Patrol, Rancho Cucamonga Area Office, has requested to renew its contract to rent the shooting range three days per month. Staff conducted a survey of other indoor shooting range facilities and found that \$300 per day is a fair and competitive rental amount for use of the shooting range.

Proposed Agreement No. 12-87 details the terms of use of the shooting range by the Department of California Highway Patrol, Rancho Cucamonga Area Office. The agency would be responsible for providing its own supplies and equipment.

The term of proposed Agreement No. 12-87 is October 1, 2012, through September 30, 2014.

**FISCAL IMPACT:** Approval of proposed Agreement No. 12-87 would net approximately \$18,000 in revenue for the City.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 12-87 with the California Highway Patrol for use of the Montclair Police Department firearms shooting range.

Prepared by:

*M. de Moet*

Reviewed and  
Approved by:

*[Signature]*

Proofed by:

*Sharon Agnew*

Presented by:

*[Signature]*

State of California—Business, Transportation and Housing Agency

EDMUND G. BROWN Jr., Governor

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

Business Services Section  
Contract Services Unit  
P.O. Box 942898  
Sacramento, CA 94298-0001  
(916) 843-3610  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



August 21, 2012

Montclair Police Department  
4870 Arrow Highway  
Montclair, CA 91763

Subject: Agreement Number 12C855001-0

Complete the following marked item(s) and return to the above address within ten (10) business days:

- STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- STD. 210, Short Form Contract. Sign and return both copies.
- Letter of Agreement. Sign and return both copies.
- STD. 204, Payee Data Record. Complete and return.
- CCC, Contractor Certification Clauses. Complete and return.
- Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- STD. 807, Payment Bond. Complete and return one copy.
- CHP 28, Voluntary Statistical Data. Complete and return.
- Other: Proof of self-insurance for City of Montclair

**Contract status.**

- The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

*Debra Teixeira*  
DEBRA TEIXEIRA  
Contract Analyst

Enclosures

*Safety, Service, and Security*



*An Internationally Accredited Agency*

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

DT

AGREEMENT NUMBER <b>12C855001</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**Department of California Highway Patrol**  
 CONTRACTOR'S NAME  
**Montclair Police Department**
- The term of this **10/01/2012** or upon approval (*whichever is later*) through **09/30/14**  
 Agreement is:
- The maximum amount **\$ 24,600.00**  
 of this Agreement is: **Twenty Four Thousand Six Hundred Dollars and Zero Cents**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit - D Additional Provisions	2 page(s)
Attachment 1 – Range Safety Rules	3 page(s)
Attachment 2 -State of California Public Liability and Workers Compensation Insurance	1 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>  <b>EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL IN ACCORDANCE WITH THE STATE ADMINISTRATIVE MANUAL</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Montclair Police Department</b>		
BY (Authorized Signature) <i>ES</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>PAUL M. EATON, Mayor, City of Montclair</b>		
ADDRESS <b>4870 Arrow Highway, Montclair, CA 91763</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of California Highway Patrol</b>		
BY (Authorized Signature) <i>ES</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>K. V. SMITH, Commander, Business Services Section</b>		
ADDRESS <b>P.O. Box 942898, Sacramento, CA 94298-0001</b>		

Exempt per: **SCM 4.04**

**WEAPONS FIRING RANGE**

Contractor shall provide use of their Weapons Firing Range, located at 4870 Arrow Highway, Montclair, CA 91763 to the Department of California Highway Patrol (CHP), Rancho Cucamonga Area Office.

**A. PROJECT REPRESENTATIVES**

The project representatives during the term of this Contract will be:

Department of California Highway Patrol  
Rancho Cucamonga Area Office  
Name: Sgt. Tom Graham  
Phone: (909) 980-3994  
Email: [tgraham@chp.ca.gov](mailto:tgraham@chp.ca.gov)

Montclair Police Department  
Name: Cpt. Mike deMoet  
Phone: (909) 448-3606  
Fax: (909) 621-4413

Direct all contract inquires to:

Department of California Highway Patrol  
Contract Services Unit

Attn: Debra Teixeira  
Phone: (916) 843-3623  
Fax: (916) 322-3155  
Email: [dteixeira@chp.ca.gov](mailto:dteixeira@chp.ca.gov)  
Address: PO Box 942898  
Sacramento, CA 94298

Montclair Police Department

Attn: Cpt. Mike deMoet  
Phone: (909) 448-3606  
Fax: (909) 621-4413

Address: 4870 Arrow Highway  
Montclair, CA 91763

**B. SERVICES TO BE PROVIDED**

1. The weapons range use shall be limited to CHP personnel assigned to the CHP Rancho Cucamonga Area Office. Approximate number of CHP personnel using range: (85).
2. Contractor agrees that CHP shall have the use of all on-site facilities located on the range for training programs without additional charge.
3. Contractor and CHP agree the weapons range shall be open and usable by members of CHP at such times that are mutually agreeable to both parties. Exclusive use of the facilities by CHP must be coordinated and mutually agreed to by both parties.
4. Contractor acknowledges that due to the nature of work required by the personnel assigned to the Rancho Cucamonga Area Office, scheduling may be erratic and use of facilities may be required upon short notice.
5. The CHP agrees that its members using the weapons range facilities under this Contract shall be governed by the range safety rules established by Contractor.
6. Brass will be retained by Contractor.

7. The weapons range must be able to accommodate the following:
  - A. .40 caliber pistol (loaded with Department-issued ammunition currently 180G).
    - 1) Twelve (12) shoots per year, one (1) each month or two (2) every other month.
    - 2) Two (2) qualification shoots which must be performed at the following distances:  
2 yards, 4 yards, 7 yards, 10 yards, 15 yards, and 25 yards.
    - 3) Ten (10) practice shoots, of which two (2) night shoots are recommended.
    - 4) Use for make-up shoots at times mutually agreeable to both parties.
  - B. Tactical rifle (.223 caliber).
    - 1) Four (4) shoots per year (quarterly).
    - 2) One (1) night shoot is required.
    - 3) Maximum distance of 50 yards.
  - C. Shotgun (00 buckshot).
    - 1) Eight (8) shoots per year (two quarterly).
    - 2) Two (2) night shoots required.
    - 3) Distance 15 yards maximum.
8. Inspection and test firing of weapons:
  - A. All weapons are to be test fired after each required inspection by the CHP Weapons Range Officer.
  - B. Use of facility to test fire weapons will be coordinated between the CHP Weapons Range Officer and the Contractor.

**1. INVOICING**

- A. For services satisfactorily rendered, and upon receipt and approval of invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Name: **Sgt. Tom Graham**  
Office: **CHP Rancho Cucamonga Area**  
Address: **9530 Pittsburgh Ave.**  
**Rancho Cucamonga, CA 91730**

**2. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. RATE SCHEDULE**

The CHP agrees to pay Contractor Three Hundred Dollars and Zero Cents (\$300.00), per day in arrears, for use of its weapons range facility for the Rancho Cucamonga Area office.

The Contractor (City) shall have the right to renegotiate the rate for range usage under this agreement at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed upon in writing by both parties in the form of an amendment to this agreement.

### **1. USE OF RANGE**

City shall make the Range available to CHP's sworn law enforcement officers at such times as are mutually agreeable to both parties. CHP shall only allow its currently employed sworn law enforcement officers (hereinafter "personnel") to use the Range. CHP's personnel shall have exclusive use of the Range at CHP's scheduled time. CHP's personnel shall not share use of the Range with personnel from any other public agency. CHP's personnel shall comply with the Range Safety Rules set forth in Attachment 1, attached hereto. Violations of Range Safety Rules may result in immediate termination of CHP's Range privileges.

### **2. RANGE MASTER REQUIRED**

CHP shall have a trained range master present to supervise all firearms use and training at all times during use of the Range by CHP's personnel. Each range master shall first attend a training course provided by the Montclair Police Department on the use of range equipment. The range master shall personally supervise and control the course of training of CHP's personnel and shall insure that all personnel comply with the Range Safety Rules.

### **3. SUPPLIES AND EQUIPMENT**

CHP shall supply and bear the cost of all supplies and equipment necessary for all firearms use and training, including but not limited to ammunition, weapons, cardboard backing paper targets, earphones, shooting glasses, and weapons cleaning equipment.

### **4. DAMAGE TO RANGE**

CHP shall pay for any damage or necessary repairs to Range resulting from any negligent actions of CHP personnel during Range usage.

### **5. INDEMNIFICATION** (supersedes Exhibit C, General Terms and Conditions, Item 5)

CHP shall defend, indemnify and hold the Contractor, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of CHP, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of this Agreement.

Contractor shall defend, indemnify and hold CHP, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of this Agreement.

### **6. INSURANCE REQUIREMENTS**

The parties acknowledge that CHP is self-insured.

### **7. TERM**

The term of this agreement shall be for a period of time commencing upon the effective date of this agreement and terminating only as hereinafter provided. This agreement 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. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise

accrue subsequent to the date of termination.

**8. AMENDMENT**

This agreement may be amended in writing with mutual consent of the parties hereto.

**9. 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 personal service, delivery by a reputable document delivery service (such as Federal Express) or US mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

Montclair Police Department  
4870 Arrow Highway  
Montclair, CA 91763

Department of California Highway Patrol  
Contract Services Unit  
601 North 7th  
Sacramento, CA 95811

**10. GOVERNING LAW**

The City and CHP 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.

### MONTCLAIR POLICE DEPARTMENT

1. Federal, state, and local firearm laws must be obeyed. Violation of any Range Safety Rule may result in the removal of the violator from the facility.
2. All rules posted within the facility shall be obeyed. Read and understand all rules prior to utilizing the facility.
3. The **Montclair Police Department Range Facility** consists of several separate areas. All areas are distinctively marked:
  - **Range Foyer:** This is the reception area for the range. Only authorized personnel may use the north entry door. All other persons shall utilize the south (public parking lot) entry door. This area is not to be used for the preparation, cleaning, loading, or servicing of firearms.
  - **Range Ready Room:** This area is to be utilized for range preparation. Any loaded weapons brought into the range facility are to be unloaded using the projectile containment system mounted on the wall. This area may be used for preparing equipment, loading magazines, or dressing in range safety equipment, ballistic vests, duty-belts, and/or holsters. *Due to limited space, a maximum of five persons may prepare to shoot at any given time.*
  - **Shooting Range Room:** This area includes the firing line. It may only be accessed via the Range Ready Room. *Shooters shall not enter or leave the Shooting Range Room with loaded firearms.* Range staff members are exempt from this restriction.
  - **Range Control Room:** This room is to be used by range staff only and shall not be entered without the authorization of a range staff member.
  - **Weapon Cleaning Room:** This area is to be used for the cleaning and servicing of firearms and equipment. A range storage room can be accessed from this room. Peace officers, or those authorized to carry loaded firearms, may reload firearms in the Weapon Cleaning Room prior to departure. The projectile containment system mounted on the wall shall be utilized when loading weapons. *Due to limited space, a maximum of five participants may utilize this room at any given time.*
  - **Range Office:** This area is to be used by range staff only and shall not be entered without authorization from a range staff member. A range storage room can be accessed from this office.
  - **Range Restroom:** May be used by those utilizing the range facility.

4. Persons lawfully possessing loaded firearms may enter the range facility with loaded firearms. Except on the firing line at the direction of a range master, firearms shall be loaded and unloaded utilizing the projectile containment systems located in the Range Ready Room and the Weapon Cleaning Room.
5. When entering and the leaving the Shooting Range Room (firing line room), handguns must be unloaded, with actions open, magazines removed and holstered (or unloaded and encased). Rifles must be unloaded with actions open and magazines removed (or unloaded and encased). Rifles will be carried safely with the muzzle pointed upward. **Persons utilizing the range shall not enter or leave the "Shooting Range" with a loaded firearm.**
6. Shooters shall not enter the Shooting Range Room until directed to do so by a member of the range staff. The Shooting Range Room doors shall remain closed during an active course of fire.
7. While in the Shooting Range Room (firing line), firearms will only be loaded and unloaded at the direction of a range master with the muzzle pointed down-range, unless otherwise directed.
8. In order to prevent damage to the range equipment, cross-firing at targets is not allowed unless authorized by a range master.
9. Eye and ear protection shall be utilized in the Shooting Range Room. Ear protection shall be utilized in the Range Ready Room. This includes observers.
10. Food, beverages, and use of tobacco products are prohibited within the range facility.
11. Commands issued by range masters and range personnel must be obeyed immediately and without question.
12. To prevent lead buildup in the range backstop and the air filtration system, personnel shall only use "clean fire" ammunition. Personnel required to shoot duty ammunition that is not "clean fire" shall notify and obtain the approval of the Montclair Police Department Support Services Lieutenant in advance of the scheduled shoot.
13. Never use tracer ammunition in the range.
14. Personnel may not shoot rifle ammunition over .223 caliber.

15. Personnel using shotguns at the range shall not use the target carrier to hold the target. When firing shotguns, the target carriers shall remain at the "home" position.
16. Personnel shall clean the range facility at the end of the shooting period, including the removal of all expended casings, and debris. ***Brooms shall not be used in the Shooting Range Room.*** Instructions on proper cleaning techniques will be provided to range staff.
17. Steel targets shall not be used in the range facility.
18. No vehicles shall be allowed inside the range facility without the advanced approval of the Montclair Police Department Support Services Lieutenant.
19. Personnel shall report all injuries or property damage to the Montclair Police Department Watch Commander, who will forward the information to Montclair Police Department Support Services Lieutenant.
20. All shooters must utilize proper personal safety equipment as required by their agency's policy and/or range staff.
21. Unsafe conditions, defective equipment, and facility repair requests should be reported immediately to a range staff member. Conditions requiring repair or alteration shall be reported to the Montclair Police Department Support Services Lieutenant.
22. ALWAYS practice basic firearms safety:
  - ALWAYS point the muzzle in a safe direction
  - Keep your finger off the trigger until the command to fire has been given.
  - ALWAYS be sure of the target and what is beyond
  - ALWAYS treat the firearm as if it were loaded
  - Shoot only at authorized targets
  - When making a firearm "safe," visually and physically inspect the firearm
  - OBEY all commands given by range staff



Governor Edmund G. Brown Jr.

July 1, 2012

California Highway Patrol

STATE OF CALIFORNIA  
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE  
FISCAL YEAR JULY 1, 2012 / JUNE 30, 2013

To Whom It May Concern:

The State of California has elected to be self-insured for general liability exposures. (Gov. Code section 990, et. seq.) Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through the carrying out of official State activities and operations. All general liability tort claims against the State of California should be presented to the Victim Compensation and Government Claims Board, P.O. Box 3035, Sacramento, CA 95812-3035. (Gov. Code section 900, et. seq.) Internet link: [www.vcgcb.ca.gov](http://www.vcgcb.ca.gov).

In addition, the State of California has elected to be insured for its motor vehicle liability exposures through a self-insurance program, administered by the Office of Risk and Insurance Management. Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of motor vehicles. This self-insurance program and the protection it affords applies to vehicles owned and leased by the State of California. All motor vehicle liability tort claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

*Donna Sanderson*

Donna Sanderson  
Associate Risk Analyst  
(916) 376-1621  
[donna.sanderson@dgs.ca.gov](mailto:donna.sanderson@dgs.ca.gov)

## AGENDA REPORT

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NOS. 12-88, 12-89, AND 12-90 WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE AND ALL CITIES YOUTH BASEBALL, RESPECTIVELY, FOR USE OF BALL FIELD FACILITIES

**DATE:** September 4, 2012

**SECTION:** AGREEMENTS

**ITEM NO.:** 6

**FILE I.D.:** ATH020/215/218

**DEPT.:** COMMUNITY DEV.

**REASON FOR CONSIDERATION:** The Montclair Golden Girls Softball League and All Cities Youth Baseball, have requested use of City facilities for their fall/winter sports activities.

Proposed Agreement No. 12-88 with Montclair Golden Girls Softball League for use of Vernon Park and Agreement Nos. 12-89 and 12-90 with All Cities Youth Baseball for use of respective Essex and Kingsley Parks are attached for the City Council's review and consideration.

**BACKGROUND:** Pursuant to Agreement No. 12-88, Montclair Golden Girls Softball League would use Vernon Park for its softball activities on weekdays and Saturdays. Pursuant to Agreement Nos. 12-89 and 12-90, All Cities Youth Baseball would use Essex Park and the northwest field at Kingsley Park for its baseball activities weekdays and Saturdays. Sunday field use by all leagues is only permitted in the event that ball games are rained out.

Montclair Golden Girls Softball League and All Cities Youth Baseball, have each requested the use of lights for activities that may be conducted after dark. The cost of electrical services associated with such lighting will be divided equally between the requesting league and the City of Montclair at the rate of \$10 per hour, per field for such use.

The terms of proposed Agreement No. 12-88 with Montclair Golden Girls Softball League and Agreement Nos. 12-89 and 12-90 with All Cities Youth Baseball are September 10, 2012, through December 1, 2012.

**FISCAL IMPACT:** A total of approximately \$150,000 (\$50,000 per park) in maintenance, lighting, and upkeep costs is associated with the leagues' use of the subject parks.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement Nos. 12-88, 12-89, and 12-90 with Montclair Golden Girls Softball League and All Cities Youth Baseball, respectively, for use of ball field facilities.

Prepared by:

*U.M. Richter*

Reviewed and  
Approved by:

*[Signature]*

Proofed by:

*Christine Smidely*

Presented by:

**AGREEMENT NO. 12-88  
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE  
FOR USE OF VERNON PARK**

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

**WITNESSETH:**

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

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for September 10, 2012, through December 1, 2012.

**SECTION 1:** LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to permit practice sessions in the southeast quadrant of the field; to provide specific written notice to each coach and, in turn, obtain written confirmation from each coach.
- c. Not to sublet the field.
- d. Not to make any improvements or alterations on said premises.
- e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.

- h. Not to disconnect or make changes to existing phone line account.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and LEAGUE will not be permitted to use the facilities.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times, including graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9467. LEAGUE will not attempt to remove Graffiti or make repairs to building.
- l. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one Fire Extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left

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

- n. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs due to lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish & supply personnel to conduct and supervise the League activities on the premises.
- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Ten Dollars (\$10) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.

- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from September 10, 2012, through December 1, 2012, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
- y. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.
- z. **INDEMNIFICATION:** LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for LEAGUE meetings.

**SECTION 2:** CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.
- f. To refund, at the end of the agreement period and upon approval of the Community Development Director, LEAGUE's cleaning deposit.
- g. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
MAYOR, CITY OF MONTCLAIR

ATTEST:

\_\_\_\_\_  
CITY CLERK, CITY OF MONTCLAIR

\_\_\_\_\_  
PRESIDENT  
GOLDEN GIRLS SOFTBALL LEAGUE

\_\_\_\_\_  
SECRETARY  
GOLDEN GIRLS SOFTBALL LEAGUE

**CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES**

**SEPTEMBER 2012**

<b>After Hours Emergency - Call Montclair PD</b>	<b>Montclair Police Dept</b>	<b>Contact</b>	<b>(909) 621-4771</b>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

**AGREEMENT NO. 12-89  
WITH ALL CITIES YOUTH BASEBALL  
FOR USE OF ESSEX PARK**

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

**WITNESSETH:**

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

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for September 10, 2012, through December 1, 2012.

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

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.

- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain the rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and ACYB will not be permitted to use the facilities.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times including graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9467. ACYB will not attempt to remove Graffiti or make repairs to building.
- l. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and ACYB must provide one Fire Extinguisher for each barbecue being used. ACYB must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs due to lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. ACYB shall furnish & supply personnel to conduct and supervise the Youth Baseball activities on the premises.
- r. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters, practice and game schedules.
- t. To provide CITY with financial statements upon request for audit purposes.
- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from September 10, 2012, through December 1, 2012, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past daylight hours.

- x. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and ACYB, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.
  
- y. **INDEMNIFICATION:** ACYB shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.
  
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
  
- aa. To conduct all operations in compliance with the Americans with Disabilities Act.

- bb. LEAGUE shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for LEAGUE meetings.

**SECTION 2:** CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To refund, at the end of the agreement period and upon approval of the Community Development Director, ACYB's cleaning deposit.
- f. To designate a CITY representative to work with ACYB on all non-maintenance issues relating to the use of CITY facilities.

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
MAYOR, CITY OF MONTCLAIR

ATTEST:

\_\_\_\_\_  
CITY CLERK, CITY OF MONTCLAIR

\_\_\_\_\_  
PRESIDENT  
ALL CITIES YOUTH BASEBALL

\_\_\_\_\_  
SECRETARY  
ALL CITIES YOUTH BASEBALL

**CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES**

**SEPTEMBER 2012**

<b>After Hours Emergency - Call Montclair PD</b>	<b>Montclair Police Dept</b>	<b>Contact</b>	<b>(909) 621-4771</b>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

**AGREEMENT NO. 12-90  
WITH ALL CITIES YOUTH BASEBALL  
FOR USE OF KINGSLEY PARK**

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

**WITNESSETH:**

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

**WHEREAS**, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(v). The term of this Agreement is for September 10, 2012, through December 1, 2012.

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

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.

- i. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and ACYB will not be permitted to use the facilities.
- j. To maintain snack bar building at all times, including for graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9467. ACYB will not attempt to remove Graffiti or make repairs to building.
- k. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the restrooms. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas have been properly cared for and cleaned up.
- l. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- m. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- n. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- o. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious

mischievous to the property. ACYB shall furnish & supply personnel to conduct and supervise ACYB activities on the premises.

- p. If ACYB elects to use lights for activities conducted after dark, ACYB agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Ten Dollars (\$10) per hour, per field; and ACYB will remit prompt payment to CITY upon receipt of monthly invoice.
- q. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- r. To provide CITY with participant rosters, practice and game schedules.
- s. To provide CITY with financial statements upon request for audit purposes.
- t. To designate one individual as the ACYB's representative to work with the CITY's representative.
- u. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which ACYB had knowledge.
- v. It is agreed that ACYB may use said baseball fields from September 10, 2012, through December 1, 2012, Wednesdays and Fridays, generally commencing at 4:00 p.m. No activities will be conducted past 10:00 p.m.
- w. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain

language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- x. INDEMNIFICATION: ACYB shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.
- y. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- z. To conduct all operations in compliance with the Americans with Disabilities Act.
- aa. LEAGUE shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for LEAGUE meetings.

**SECTION 2:** CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.

- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To invoice ACYB monthly for the costs of separately metered field lighting related to use prior to regular season play.
- f. To designate a CITY representative to work with ACYB on all non-maintenance issues relating to the use of CITY facilities.

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

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
MAYOR, CITY OF MONTCLAIR

ATTEST:

\_\_\_\_\_  
CITY CLERK, CITY OF MONTCLAIR

\_\_\_\_\_  
PRESIDENT  
ALL CITIES YOUTH BASEBALL

\_\_\_\_\_  
SECRETARY  
ALL CITIES YOUTH BASEBALL

**CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES**

**SEPTEMBER 2012**

<b>After Hours Emergency - Call Montclair PD</b>	<b>Montclair Police Dept</b>	<b>Contact</b>	<b>(909) 621-4771</b>
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Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

## AGENDA REPORT

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 12-92 WITH THE HOPE THROUGH  
HOUSING FOUNDATION TO CONTINUE  
PROVIDING AFTER-SCHOOL PROGRAM  
AT SAN ANTONIO VISTA APARTMENTS

**DATE:** September 4, 2012

**SECTION:** AGREEMENTS

**ITEM NO.:** 7

**FILE I.D.:** HSV030

**DEPT.:** COMMUNITY DEV.

**REASON FOR CONSIDERATION:** The City Council is requested to consider accepting funds from the Hope Through Housing Foundation to continue providing an After-School Program (ASP) at the San Antonio Vista Apartments Community Center. Proposed Agreement No. 12-92 is attached for the City Council's review and consideration.

**BACKGROUND:** For more than ten years, the Hope Through Housing Foundation, a non-profit Corporation, has offered quality after-school academic and enrichment programs to residents and neighbors of the affordable housing communities of National Community Renaissance of California. These programs are offered at no cost to participants and take place in onsite community centers at National Community Renaissance of California developments, allowing children to come home to a familiar and welcoming environment.

The Montclair Community Collaborative 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 in order to identify resources and develop services for children, youth, and adults in the community. The City of Montclair has provided an ASP since 1999 serving the social, emotional, and educational needs of children in the community.

Because of the success of the Montclair Community Collaborative and of the City's current ASP, the Hope Through Housing Foundation has partnered with the City to provide an ASP at the San Antonio Vista Apartments Community Center. The ASP is operated Monday through Thursday afternoon from 3:00 to 6:00 p.m. Approval of proposed Agreement No. 12-92 would allow the City's ASP to continue its partnership with the Hope Through Housing Foundation.

The term of proposed Agreement No. 12-92 is September 10, 2012, through May 24, 2012.

**FISCAL IMPACT:** Should the City Council approve Agreement No. 12-92, the Hope Through Housing Foundation would award the City \$34,670 to staff and provide supplies for the ASP.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 12-92 with the Hope Through Housing Foundation to continue providing an After-School Program at the San Antonio Vista Apartments Community Center.

Prepared by:

*M. Richter*

Reviewed and  
Approved by:

*[Handwritten Signature]*

Proofed by:

*Christine Smiderly*

Presented by:



**SERVICES/FACILITY AGREEMENT  
SAN ANTONIO VISTA APARTMENTS COMMUNITY CENTER**

This Facilities Use Agreement (the "Agreement") is made and entered into this 10th day of September of 2012 by and between City of Montclair, a California nonprofit, hereinafter referred to as the PROVIDER, and the Hope Through Housing Foundation a nonprofit corporation, hereinafter referred to as HOPE, with reference to the following recitals of fact:

RECITALS:

- A. WHEREAS, HOPE is the agency contracted to manage the SAN ANTONIO VISTA Apartment Community Center (the CENTER) in the affordable housing development known as the SAN ANTONIO VISTA Apartments (the "Project, and
- B. WHEREAS, HOPE is able to provide space at the SAN ANTONIO VISTA Apartment Community Center (the CENTER) for programming available from the PROVIDER, and
- C. WHEREAS, such programming is deemed to be of benefit to the residents of the SAN ANTONIO VISTA Apartments neighborhood, and
- D. WHEREAS, the PROVIDER desires to provide certain social services, including, without limitation, after school services described in Exhibit A attached hereto and incorporated herein by this reference ("PARTNER Activities") to residents of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

**1. CITY OF MONTCLAIR**

- (a) Commencing on the date hereof, the PROVIDER shall provide SERVICES at the Property to residents of the Project and surrounding community pursuant to the terms of this Agreement. For purposes hereof, "PARTNER Activities" shall mean all of the services set forth on Exhibit A attached hereto, as well as such other services as the PROVIDER, or its affiliates, typically provide to participants of their programs.
- (b) To ensure the safety of all participants, CITY OF MONTCLAIR agrees to provide staffing to adequately service program attendees.
- (c) It is understood that at a minimum the "PARTNER" Program will be operated on Monday – Thursday from 3-6 p.m. to facilitate on site

program support, enroll new attendees and answer questions. These hours are subject to change by either party to this agreement based on need or space availability. Request for changes to be done via mail.

- (d) Time Schedules and use of areas or departments will be regulated by the staff of the PROVIDER with the knowledge and consent of the managing personnel of HOPE.
- (e) The minimum and maximum number of individuals to be enrolled in each class/activity is to be co-determined by the PROVIDER and HOPE personnel. The maximum number will be determined by the available seats/space.
- (f) Individuals to be enrolled in the classes shall be admitted to the program by PROVIDER personnel.
- (g) PROVIDER teachers/staff/volunteers will be responsible for all progress reports and evaluation of student/participant performance, if applicable.
- (h) PROVIDER shall obtain a written release of liability from each student/participant participating in the class/services offered by the PROVIDER. In the event the student/participant is a minor, PROVIDER will obtain a permission slip from the parent or guardian. Release of Liability Forms are available from HOPE Staff.
- (i) The PROVIDER will ensure that all staff will be properly trained and arrive on site prepared to run planned program as well as ensure that all onsite personnel are fingerprinted and screened in accordance with the laws of the State of California.

2. Term.

(a) The initial term of this Agreement (the “**Initial Term**”) shall commence on the date hereof and shall continue until the **May 24, 2013**; however, notwithstanding anything to the contrary set forth herein, either HOPE or the PROVIDER may terminate this Agreement at any time, with or without cause, on thirty (30) days prior written notice to the other party hereto. Further, HOPE may terminate the Agreement immediately upon any material breach of the agreement by the PROVIDER. **This agreement may be extended beyond the period by agreement of both parties.**

(b) Upon expiration of the Initial Term, as well as any annual term thereafter, the term of this Agreement shall be re-negotiated and new commencement and termination dates determined.

3. Cost.

(a) The initial cost of programming for the period of **September 10, 2012 to May 24, 2013** will be said amount of **\$34,670.49**. This cost covers staffing and operating costs as set forth on **Exhibit B**, attached hereto. **Monthly payments are not to exceed \$4,500.00 per month.**

(b) Upon expiration of agreement, programming cost will be re-negotiated with no automatic renewals set in place for said cost agreement.

(c) **Monthly Actual costs** will be invoiced to HOPE thereafter for programming provided and are not to exceed \$4,500 per month. PROVIDER is responsible for programming costs not to exceed total cost of contract amount of **\$34,670.49 for the period of 9/10/12 to 5/24/13**. Any unused portion of contract will be subject to forfeiture by **CITY OF MONTCLAIR** Payment will be due within **30** days of receipt of invoice.

4. Reporting.

(a) The PROVIDER staff will cooperate with HOPE and NATIONAL COMMUNITY RENAISSANCE staff to collect and compile data for the purposes of community needs assessment and program evaluation.

(b) The PROVIDER will inform HOPE of intent to participate in program evaluation activities initiated by any internal or external organization and will furnish copies of resulting reports and, where possible, data.

(c) The PROVIDER shall prepare and submit to the HOPE management staff, on a monthly basis, a report of services provided for documentation purposes of which said document will be provided by the HOPE management staff.

(d) The PROVIDER shall further provide supporting documentation on a monthly basis of program costs. The documents of support acceptable are but not limited to staff time sheets, receipts for items purchased to support programming on site, mileage sheets, and payroll itemized documents per site staff employee.

5. Permitted Use. The PROVIDER shall use only those portions of the Property designated by HOPE for the "**CITY OF MONTCLAIR Program**" and for no other use without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. The PROVIDER use of the Property as provided in this Agreement shall be in accordance with the following terms and conditions:

(a) The PROVIDER shall not do, bring or keep anything in on or about the Property that will cause a cancellation, suspension, or activation of an exclusion of any insurance coverage covering the Property and/or the Project.

(b) The PROVIDER shall strictly comply with all local, state and federal laws, rules and regulations relating to the use of the Property.

(c) The PROVIDER shall not use the Property, or any portion of the Project, in a manner that will constitute waste, nuisance or unreasonable annoyance to owners, residents or occupants of adjacent properties or buildings, or occupants of the Project, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Project.

(d) The PROVIDER shall not do anything at the Property that will cause damage to the Project. No machinery, apparatus or other appliances shall be used or operated in or on the Property or the Project that will in any manner injure, vibrate or shake the Project.

(e) The PROVIDER agrees to maintain the space, site and equipment provided by HOPE in the same condition as provided, and to monitor students/participants adequately to ensure only normal and reasonable wear and tear.

(f) The PROVIDER agrees to assume the cost of repairs to space, site and/or equipment provided by HOPE if abnormal or unreasonable wear and tear results from PROVIDER's use.

6. Alterations. The PROVIDER shall not make any alterations to the Project and/or the Property without Hope's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion.

7. Exculpation and Indemnity.

(a) HOPE shall not be liable to the PROVIDER for any damage to the PROVIDER or the PROVIDER's property from any cause, except such damage that may be caused by the intentional misconduct or gross negligence of HOPE's agents, contractors, employees or invitees (but expressly excluding tenants of the Project and their respective invitees). Except as specified in the preceding sentence, the PROVIDER waives all claims against HOPE for damages to personal property arising for any reason.

(b) The PROVIDER shall indemnify, defend with counsel acceptable to HOPE, protect and hold HOPE harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from the PROVIDER's use or occupancy of the Property and/or the Project, or from the conduct of the PROVIDER's business, or from any activity, work or things done, permitted or suffered by the PROVIDER in, on or about the Property or elsewhere, and shall further indemnify, defend, protect and hold harmless HOPE from and against any and all claims, losses, damages, demands, liabilities and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of the PROVIDER to be performed under the terms of this Agreement, or arising from any negligence of the PROVIDER, or any of the PROVIDER's agents, contractors, employees or invitees.

(c) HOPE shall indemnify, defend, protect and hold the PROVIDER harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of HOPE to be performed under the terms of this Agreement, or arising from any negligence of HOPE, or any of HOPE's agents, contractors, employees or invitees.

8. Insurance.

(a) The PROVIDER, at its sole cost and expense, shall maintain and keep in full force and effect, workers' compensation, abuse and molestation, and liability insurance coverage with such carriers and within such limits as set forth in this Agreement and as HOPE shall require. Without limiting the generality of the foregoing, the PROVIDER shall maintain liability insurance in the amount of not less than \$1,000,000 combined single limit. The PROVIDER shall provide HOPE with duplicate originals or appropriate certificates of insurance verifying such coverage and an endorsement acceptable to HOPE before commencing services under this Agreement.

(b) All insurance required by this Agreement shall be effective under policies issued by issuers of recognized responsibility, licensed or permitted to do business in the State of California. The PROVIDER shall name Hope Through Housing Foundation, National Community Renaissance of California, Southern California Housing Development Corporation of the Inland Empire, Montclair Family Housing Partners, L.P. and Mills Family Housing Partners, L.P. as additional insured on policy.

(c) No required insurance policy shall be subject to any of the following events: cancellation, reduction in coverage or limits, or non-renewal, except after notice in writing shall have been sent by registered mail addressed to HOPE, not less than thirty (30) days prior to the effective date of such event. The PROVIDER shall, at least thirty (30) days prior to the expiration of any such policy, furnish HOPE with renewals or "binders" thereof or HOPE may order such insurance and charge the cost thereof to the PROVIDER, which amount shall be payable by the PROVIDER upon written demand.

(d) PROVIDER shall require carriers of above-coverage's to waive all rights to subrogation regarding the acts of HOPE and its officers, employees, agents, volunteers, contractors, and sub-contractors. Policies are required to be primary and non-contributory.

(e) HOPE is not liable for any premiums charged for coverage's, even if HOPE (and its employees, agents, officials, and volunteers) are named as additional insured. HOPE and *Southern California Housing Development Corporation* are not deemed partners or joint venturers with provider in the operation.

(f) In accordance with the State of California compensation laws, the PROVIDER shall maintain workers' compensation and employers' liability insurance for all persons employed by the CITY OF MONTCLAIR in performance of services set forth herein. Such workers' compensation insurance shall cover liability within statutory limits for compensation based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the operations by the PROVIDER on the Property. The PROVIDER shall provide HOPE with a certificate verifying such coverage or endorsement acceptable to HOPE before commencing services under this Agreement. Such policy shall require thirty (30) days notice to HOPE in writing prior to cancellation, termination or expiration of any kind.

9. Assignment. The PROVIDER shall not assign its interest in this Agreement without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. Any assignment made without HOPE's consent shall be void. The PROVIDER recognizes and acknowledges that its obligation to provide CITY OF MONTCLAIR Services under this Agreement is not an ordinary obligation and that HOPE would not enter into this Agreement except in reliance on the PROVIDER's expertise and reputation, HOPE's knowledge of the PROVIDER, and HOPE's understanding that this Agreement is in the nature of an agreement involving personal services. HOPE is relying on the PROVIDER's expertise and prior experience to develop the CITY OF MONTCLAIR Services at the Project in accordance with the terms of this Agreement.

10. Subordination. This Agreement is and shall be junior and subordinate to any encumbrance now of record and any encumbrances recorded after the date of this Agreement affecting the Property. If any lender or other entity requires that this Agreement be expressly

subordinated to any encumbrance now or in the future, this Agreement shall be subordinated to such encumbrance pursuant to a document which is in form and substance acceptable to HOPE and such lender. The PROVIDER shall execute, acknowledge, if appropriate, and deliver to HOPE or any other party a written agreement required by any lender to accomplish the purposes of this subparagraph.

11. Notices. Any notice or communication that either party desires or is required to give to the other party under this Agreement shall be in writing and either served personally or sent by prepaid first class mail in the United States, or by reputable overnight courier. Any notice or communication that either party desires or is required to give to the other party shall be delivered to the following addresses:

If to HOPE: Hope Through Housing Foundation  
C/o Susan Neufeld  
9065 Haven Ave., Suite 100  
Rancho Cucamonga, CA. 91730  
909/483-2444 x. 195

If to the PROVIDER: CITY OF MONTCLAIR  
C/o Laura Floyd-Cole  
5111 Benito Street  
Montclair, CA 91763  
909/625-9458

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated (a) upon delivery, if personally delivered, (b) within forty-eight (48) hours from the time of mailing, if mailed in the United States mail return receipt requested, or (c) within twenty-four (24) hours from the time of mailing, if mailed by overnight courier.

12. Delay and Waiver.

(a) No delay or omission in the exercise of any right or remedy by HOPE upon any default by the PROVIDER shall impair such right or remedy or be construed to be a waiver.

(b) HOPE's consent to or approval of any act by the PROVIDER requiring HOPE's consent or approval shall not be deemed to waive or render unnecessary HOPE's consent to or approval of any subsequent act by the PROVIDER.

13. Sale or Transfer. If the legal owner of the Project sells or transfers all or any portion of the Property or the Project, HOPE, upon consummation of the sale or transfer, shall be released from any and all liability under this Agreement, including, without limitation, the obligation or liability to pay any further amounts pursuant to any Budget.

14. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the Property, nor shall the PROVIDER or any person claiming under or through it, establish or permit any such practice

or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of individuals served at the Property.

15. Hazardous Materials.

(a) For purposes of this Agreement, "Hazardous Materials" shall mean petroleum, asbestos, flammable explosives, radioactive materials, hazardous wastes, toxic substances and hazardous substances and related materials identified under any federal, state or local law.

(b) The PROVIDER shall not permit or allow the use of any Hazardous Materials in on or under the Property and/or the Project in connection with any of its activities on the Property and/or the Project. The PROVIDER shall indemnify, defend, protect and hold harmless HOPE, its employees, officers, partners and agents from and against any and all loss, cost, damage, liability and expense, including, without limitation, reasonable attorneys' fees and costs of investigation, arising as a result of the use, transfer, storage or disposal of any Hazardous Materials in, on or under the Property and/or the Project by, through or under the PROVIDER, its agents or employees. The PROVIDER's obligations hereunder shall survive the termination of this Agreement.

16. Miscellaneous.

(a) Time of Essence. Time is of the essence of each provision of this Agreement.

(b) Successors. Subject to paragraph 8 above, this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto.

(c) Exhibits. All exhibits referred to in this Agreement are attached to this Agreement and incorporated herein by this reference.

(d) California Law. This Agreement shall be construed in, and interpreted in accordance with, the laws of the State of California.

(e) Integrated Agreement; Modification. This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and cannot be amended or modified except by a written agreement.

(f) Severability. The enforceability, invalidity or illegality of any provision hereof shall not render the other provisions of this Agreement unenforceable, invalid or illegal.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.

(h) Permits, Licenses and Approvals. PROVIDER is required to obtain and maintain all necessary permits, licenses, and approvals from any applicable local, state and federal agency. PROVIDER is further responsible for any clean up and must comply with all health and safety standards set by any governmental agency.

(i) Advertising and Promotional Materials. Any and all advertising promotion or notice of services provided must obtain prior approval by HOPE before distribution

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

By: HOPE THROUGH HOUSING FOUNDATION,  
a California nonprofit corporation

\_\_\_\_\_  
George Searcy, Executive Director

\_\_\_\_\_  
Date

By: CITY OF MONTCLAIR

\_\_\_\_\_  
Paul M. Eaton, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Yvonne L. Smith, Deputy City Clerk

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **LIST of SERVICES**

#### **The CITY OF MONTCLAIR will:**

##### **Programming**

- Follow Hope's curricular guidelines and include the following program components:
  - A healthy snack according to CACFP guidelines
  - Physical recreation or movement
  - Homework assistance
  - Kidzlit, Peacebuilders, and Virtual Vacations curricula
  - Activities that promote family and child together time

##### **Recruitment/Retention**

- Develop and distribute marketing materials for programs and services.
- Maintain a minimum average daily/attendance of 40.
- Support marketing and recruitment for additional Hope services (e.g., Supplemental Education Services).
- Development community engagement strategies to increase attendance and participation.
- Track all outreach activities (see attached document).

##### **Communication**

- Establish a 10-15 minute weekly meeting with SAN ANTONIO VISTA staff.
- Complete monthly reports to HOPE (forms are provided by HOPE).
- Immediately notify HOPE of any program closures or minimum days.
- Immediately notify HOPE of any absent staff.
- Immediately notify HOPE of any injuries or incidents.
- Include HOPE in CITY OF MONTCLAIR's planning, educational and community events as appropriate.
- Participate in trainings, monthly phone check-ins, and quarterly partner meetings led by HOPE.

##### **Program Development and Sustainability**

- Support HOPE's fundraising and grantwriting strategy for all services and/or services at SAN ANTONIO VISTA Apartments.
- Submit the previous month's activities, classes, and special events.
- Ensure that all program staff have been TB skin-tested and have passed background checks.
- Ensure that a minimum of two staff are present during program hours at all times.
- Follow HOPE program guidelines as they are developed.
- Participate in HOPE's program promotion events, such as community meetings, events, and/or Lights on Afterschool.
- Give residents of SAN ANTONIO VISTA "first priority" in any and all services being offered.
- Provide proper liability insurance coverage for all employees engaging in business activities at the Center.
- Adequately supervise daily program operations.

#### **HOPE will:**

##### **Recruitment/Retention**

- Coordinate with Property Management to recruit participants.
- Assist in developing community engagement strategies to increase attendance and participation.

#### **Communication**

- Coordinate of a launch meeting with Property Management, CITY OF MONTCLAIR and HOPE staff.
- Support CITY OF MONTCLAIR's communication with Property Management.
- Participate in CITY OF MONTCLAIR's planning, educational and community events as appropriate.

#### **Program Development and Sustainability**

- Negotiate a state snack program contract for the site, where possible.
- Provide technical assistance and capacity building support that may include program observations, meetings, trainings, workshops, access to print materials, or other activities that promote program sustainability.
- Provide access to computers, furniture, and some program supplies to be used by community members.
- Assist in the collection of evaluative program data and access to this data by CITY OF MONTCLAIR staff.
- Commit to CITY OF MONTCLAIR's vision and mission.
- Provide access by CITY OF MONTCLAIR to the Center, including priority for programming, CITY OF MONTCLAIR meetings, and access to office space where available.
- Provide ongoing maintenance, routine cleaning/supplies, repairs, etc.
- Pursue sustainable funding, separately or jointly, to maintain uninterrupted programs and services being provided for the mutual benefit of all entities and community members.

**Exhibit B**  
**CITY OF MONTCLAIR**  
**SAN ANTONIO VISTA**  
Budget for September 10, 2012 – May 24, 2013

**PAYMENT SCHEDULE**

- Monthly invoices are due within **30 days** of the end of the month to be paid.
- Invoices will not be paid if attendance and registration information is not up to date in the Cityspan database.
- Monthly invoices are not to exceed: **\$4,500.**

MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
AUGUST 20, 2012, AT 7:50 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA

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**I. CALL TO ORDER**

Mayor Eaton called the meeting to order at 7:50 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 August 6, 2012.**

Moved by City Manager Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of August 6, 2012.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

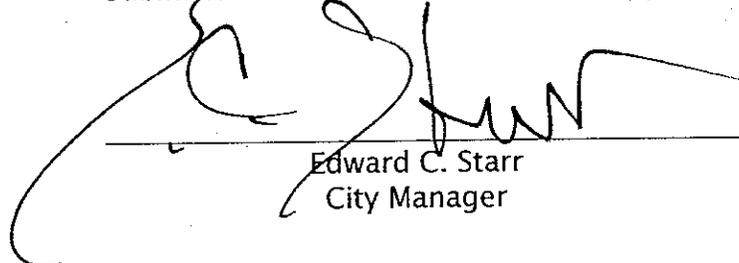
At 7:51 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:10 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 8:10 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager