

**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

May 6 2013

7:00 p.m.

*As a courtesy please silence your cell phones 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 Employee
- B. Proclamation Declaring the Week of May 13, 2013, as "Blue Ribbon Week" in the City of Montclair
- C. Proclamation Declaring Montclair as a Purple Heart City

**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 Board/  
MHC Meeting of April 15, 2013 [CC/SA/MHC]

## B. Administrative Reports

1. Consider Setting a Public Hearing to Consider Ordinance  
No. 13-934 Adding Section 6.16.140 to the Montclair Municipal  
Code Prohibiting Scavenging in Solid Waste Containers in the  
City [CC] 4
2. Consider Authorization of a \$12,171 Appropriation From the  
Contingency Account to Purchase Shelter Operations Cots From  
the San Bernardino County Fire Department [CC]
- Consider Authorization to Receive \$12,171 in Matching Funds  
From the FY2012 Emergency Management Performance Grant  
Program to Reimburse the Contingency Account [CC] 10
3. Consider Authorizing the Installation of Stop Signs at the  
Intersection of Ramona Avenue and Allesandro Street [CC] 24
4. Consider Acceptance of Grant Deed No. 1672, an Easement for  
Construction, Maintenance, and Use of a Sidewalk Located at  
9675 Monte Vista Avenue [CC] 27
5. Consider Approval of Warrant Register and Payroll Documentation  
[CC] 31

## C. Agreements

1. Consider Approval of Agreement No. 13-29 With Carl Warren &  
Company for Liability Claims Administration [CC] 32
2. Consider Approval of Agreement No. 13-30 With the San Bernardino  
Public Employees Association Related to Terms and Conditions of  
Employment [CC] 40
3. Consider Approval of Agreement No. 13-31-I-88, an Irrevocable  
Annexation Agreement With José J. Cabrera and Crystal Jean  
Cabrera for 11207 College Avenue (APN 1012-392-19) [CC] 42
4. Consider Approval of Agreement No. 13-32 With Action Target,  
Inc., for Firearms Shooting Range Repairs [CC]
- Consider Authorization of a \$17,806 Expenditure From the  
Contingency Account for Said Repairs [CC] 47

## D. Resolutions

1. Consider Adoption of Resolution No. 13-2985 Authorizing  
Investment of Surplus City of Montclair Funds With the Local  
Agency Investment Fund [CC] 57

**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**

- 1. Announcement of Vacancies on the Planning Commission

**D. Council/MHC Board**

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

- 1. Minutes of the Personnel Committee Meeting of April 15, 2013

60

**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 Board, and Montclair Housing Corporation Board meetings will be held on Monday, May 20, 2013, 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, and Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)*

*I, Yvonne L. Smith, Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall on May 2, 2013.*

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 13-934 ADDING SECTION 6.16.140 TO THE MONTCLAIR MUNICIPAL CODE PROHIBITING SCAVENGING IN SOLID WASTE CONTAINERS IN THE CITY.	<b>DATE:</b> May 6, 2013 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> REF275-88 <b>DEPT.:</b> ADMIN. SVCS.
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**REASON FOR CONSIDERATION:** The City Council is requested to consider setting a public hearing to consider adoption of Ordinance No. 13-934 adding Section 6.16.140 to the Montclair Municipal Code prohibiting scavenging in solid waste containers in the City.

A copy of proposed Ordinance No. 13-934 is attached for the City Council's review and consideration.

**BACKGROUND:** At the City Council meeting of November 19, 2012, a report was provided to Council regarding recommendations on how to curtail theft of recyclable materials commonly known as "scavenging". Various recommendations were made, one of which was the creation and eventual adoption of an Ordinance prohibiting the scavenging of recyclable materials. It was the consensus of the City Council to receive and file the report and to have staff proceed with the recommended actions.

In 1989, the California State Legislature enacted the California Integrated Waste Management Act establishing a solid waste management process that required cities and other local jurisdictions to implement plans for source reduction, reuse, and recycling as integrated waste management practices. In addition, under Public Resources Code Section 40059, various aspects of solid waste handling constitute matters of local concern to be governed by local agencies.

The City has implemented provisions for collection of solid waste, codified in Montclair's Municipal Code Chapter 6.16 ("Refuse Collection and Disposal"). Under this Chapter, the City may award solid waste franchises to contractors who are granted the privilege of collecting and disposing of refuse, garbage, rubbish, and other solid waste produced within the City.

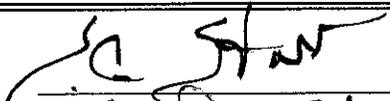
Recently, the City has received complaints regarding the removal of items from solid waste containers other than by licensed solid waste contractors, specifically regarding the removal of recyclable commodities. As defined in proposed Ordinance No. 13-934, such behavior is often referred to as "scavenging."

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Prepared by:



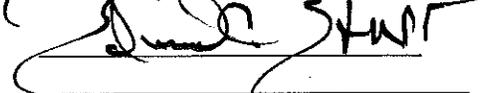
Reviewed and  
Approved by:



Proofed by:



Presented by:



Law enforcement has identified the following three primary areas of concern related to scavenging:

1. Scavenging tends to attract nonresidents to neighborhoods where the non-residents thereafter loiter nearby or on private property, resulting in an increase in calls for law enforcement service.
2. Scavenging concerns have been heightened in recent years as a direct result of an increase in identity theft crimes. Individuals who engage in scavenging could collect personal information about the owners of the solid waste and could thereafter use such information to execute identity theft crimes.
3. Scavenging leads to increased amounts of trash and debris left behind by persons engaged in scavenging, particularly in local parks and public facilities.

There is a growing concern among residents with scavengers removing recyclable materials from residential trash containers in the middle of the night or early in the morning, making some residents fearful for their safety.

Additionally, public health is also impacted by scavenging. The most obvious concern is the potential health risk to people who rummage through raw garbage for recyclables. However, others are often placed at risk when scavengers remove carpet, clothing, and furniture from trash containers and sell such items to unsuspecting buyers who could be contaminated by the items.

The City also loses revenues when scavengers steal refuse. The City participates in revenue sharing with solid waste haulers. Revenues that are not collected because of scavenging are lost to the City and lost to the solid waste hauler, which increases the cost to operate. The City does not receive credit for waste diversion when its recyclables are taken and recycled elsewhere. Without credit for recyclables, the City is less likely to meet the current AB 939 standard of 50 percent diversion. Recent legislation has now increased the target level of 75 percent diversion of solid waste from landfills by 2020. CalRecycle, formerly the California Integrated Waste Management Board, has levied penalties ranging from \$5,000 to \$82,800 on municipalities for failure to implement effective diversion plans.

Enforcement of the proposed Ordinance would require a collective approach from Code Enforcement, Neighborhood Watch, and the Montclair Police Department. Violation of the Ordinance would constitute an infraction resulting in fines of up to \$500. Proposed Ordinance No. 13-934 provides for a graduated level of penalties for each successive violation.

**FISCAL IMPACT:** The cost to publish a Notice of Public Hearing related to proposed Ordinance No. 13-934 should not exceed \$400.

**RECOMMENDATION:** Staff recommends the City Council set a public hearing for Monday, May 20, 2013, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 13-934 adding Section 6.16.140 to the Montclair Municipal Code prohibiting scavenging in solid waste containers in the City.

**ORDINANCE NO. 13-934**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADDING SECTION 6.16.140 TO THE MONTCLAIR MUNICIPAL CODE PROHIBITING SCAVENGING IN SOLID WASTE CONTAINERS IN THE CITY**

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939" or the "Act"), established a solid waste management process that requires cities and other local jurisdictions to implement plans for source reduction, reuse, and recycling as integrated waste management practices; and

**WHEREAS**, Public Resources Code Section 40059, implementing Article XI, Section 7, of the California Constitution, provides that aspects of solid waste handling of local concern include, but are not limited to: frequency of collection; means of collection and transportation; level of services, charges and fees, and the nature, location, and extent of providing solid waste services; and whether the services are to be provided by City of Montclair employees or by means of nonexclusive, partially exclusive, or wholly exclusive franchise, contract, license, or otherwise that may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

**WHEREAS**, the City has the right to award solid waste franchises to contractors and has done so in accordance with Chapter 6.16 of the Montclair Municipal Code; and

**WHEREAS**, Public Resources Code Section 41950 and Section 41951 prohibit unauthorized removal of recyclable solid wastes and materials placed at designated recycling collection locations; and

**WHEREAS**, the City is obligated to protect the public health and safety of the residents and business owners of the City of Montclair as well as comply with its duties to solid waste contractors under the contracts entered into for hauling of solid wastes; and

**WHEREAS**, the City has received complaints regarding the removal of items from solid waste containers by other than licensed solid waste contractors including complaints regarding removal of recyclable commodities from solid waste containers.

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

**SECTION I:** Section 6.16.140 prohibiting scavenging in solid waste containers in the City is hereby added as follows:

**Sec. 6.16.140 Scavenging Prohibited.**

(A) Scavenging. It is unlawful for any person to engage in the act of scavenging. For purposes of this section, "scavenging" means engaging in any of the following activities:

(1) Tampering or meddling with a container used for disposal of solid waste including recyclable materials.

(2) Tampering or meddling with the contents of any container used for disposal of solid waste including recyclable materials.

(3) Removing the contents of any container used for disposal of solid waste including recyclable materials.

(4) Removing any container used for disposal of solid waste, including recyclable materials, from the location where the container has been placed by the owner of the container or owner's agent or employee.

(5) Removing, tampering, or meddling with solid waste, including recyclable materials, set out for collection pursuant to the provisions of this Chapter 6.16 on private property or on any sidewalk, street, or public right-of-way.

(B) Exceptions. The provisions of this section do not apply to:

(1) A contractor or its agents or employees performing under authority of contract.

(2) A City agent performing under the authority of the City.

(3) The owner or legal user of a container in which solid waste and/or recyclable materials are disposed in including the owner's authorized agents and employees.

(C) Enforcement.

(1) It is unlawful for any person to violate any provision or fail to comply with any requirements of this section. In addition to other remedies provided by law, any person violating any provision of this section or failing to comply with any of the requirements is deemed guilty of an infraction within the manner provide in Montclair Municipal Code Section 1.12.010.

(2) Each person shall be deemed guilty of a separate offense for each and every day, or any portion thereof, during which any violation of or failure to comply with any of the provisions of this section is committed, continued, or permitted.

(D) Penalties. Each infraction is punishable by:

(1) A fine not exceeding \$100 for the first violation.

(2) A fine not exceeding \$200 for the second violation within one year.

(3) A fine not exceeding \$500 for each additional violation within one year.

(E) It is declared to be an infraction for any person, other than those individuals listed in subsection (B), to violate any provision of this Section 6.16.140.

**SECTION II: Severability.**

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

**SECTION III: Effective Date.**

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

**SECTION IV: Posting.**

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

**APPROVED AND ADOPTED** this XX day of XX, 2013.

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Mayor

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City Attorney

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 13-934 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2013, and finally passed not less than five (5) days thereafter on the XX day of XX, 2013, by the following vote, to-wit:

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

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Yvonne L. Smith  
Deputy City Clerk

## AGENDA REPORT

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**SUBJECT:** CONSIDER AUTHORIZATION OF A \$12,171 APPROPRIATION FROM THE CONTINGENCY ACCOUNT TO PURCHASE SHELTER OPERATIONS COTS FROM THE SAN BERNARDINO COUNTY FIRE DEPARTMENT

CONSIDER AUTHORIZATION TO RECEIVE \$12,171 IN MATCHING FUNDS FROM THE FY2012 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM TO REIMBURSE THE CONTINGENCY ACCOUNT

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**DATE:** May 6, 2013

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 2

**FILE I.D.:** EMR130

**DEPT.:** FIRE

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**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing a \$12,171 appropriation from the Contingency Account to purchase shelter operations cots from the San Bernardino County Fire Department and authorizing the City to receive \$12,171 in matching funds from the FY2012 Emergency Management Performance Grant (EMPG) Program to reimburse the Contingency Account.

**BACKGROUND:** Staff applied to the San Bernardino County Fire Department Grants Unit on June 27, 2012, requesting to have an equipment project included in the FY2012 EMPG Program. The grant funds would be used to purchase 150 standard cots and 20 special needs cots to be prepositioned in anticipation of shelter operations at the Montclair Community Center, the City's designated shelter site. The prepositioning of these cots would enhance the City's ability to mitigate the effects associated with emergency/disaster events. The City's shelter site will provide a safe refuge for displaced individuals and households while the City works with nongovernmental organizations, including the American Red Cross, to provide temporary housing solutions. The San Bernardino County Fire Department Grants Unit notified staff on November 9, 2012, that the equipment project was approved and included in the FY2012 EMPG Program with an award amount of \$12,000.

On April 1, 2013, the City Council was requested to consider authorizing a \$9,761.86 appropriation from the Contingency Account to purchase 150 standard cots and 20 special needs cots from ProPac to fulfill the aforementioned project goals. Following that request, the City was contacted by the San Bernardino County Fire Department Grants Unit advising that they received a double shipment of shelter cots identical to the type the City planned on purchasing from ProPac. In an effort to avoid shipping fees to send the double order back to ProPac, the County proposed that the City use its EMPG allocation to purchase the cots from them.

During the San Bernardino County Fire Department's procurement process, bid quotations for 198 standard cots, 20 special needs cots, and 10 enhanced special needs cots were received from the following three vendors:

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Prepared by:

*Angelic Bui*  
*Aprilyn Hall*

Reviewed and  
Approved by:

*Patricia D. McGee*  
*James D. Just*

Proofed by:

Presented by:

<i>Vendor</i>	<i>Bid Amount</i>
ProPac	\$12,147.04
Blantex, Inc.	\$12,439.01
Safety Store	\$124,561.76

The cots were purchased by the County from ProPac because the company was the lowest responsive bidder.

The shipment that the County received contains 58 more cots than the City was originally approved to purchase and costs more than the City's original awarded amount of \$12,000. On May 2, 2013, the San Bernardino County Operational Area Steering Committee will be meeting to officially reallocate unspent EMPG grant money; however, in light of the City's willingness to consider purchasing the cots from the County, the City will be appropriated the additional \$171 through an EMPG grant modification. This modification will also allow the City to receive the additional 58 cots.

The San Bernardino County Grants Unit is aware that the City's Community Center is currently under construction and is willing to store the cots in its warehouse until the construction is complete. At that time, the County will deliver the cots to the Community Center using a County vehicle.

Staff recommends that 198 standard cots, 20 special needs cots, and 10 enhanced special needs cots be purchased from the San Bernardino County Fire Department to fulfill the City's FY2012 EMPG project goals. Should the City Council approve this item, the previous item on this subject the City Council approved on April 1, 2013, to purchase the cots from ProPac shall be considered void.

**FISCAL IMPACT:** The cost to purchase 198 standard cots, 20 special needs cots, and 10 enhanced special needs cots from the San Bernardino County Fire Department is \$12,171. Should the City Council approve this item, \$12,171 would be transferred from the Contingency Account to Emergency Preparedness Program Supplies Account No. 1001-4537-51130-400 to pay for the cots. The City would be reimbursed this amount by the FY2012 EMPG Program. The EMPG program requires a dollar-for-dollar match, which may be made in cash or in-kind. The match requirement would be satisfied by the City in-kind using personnel costs.

**RECOMMENDATION:** Staff recommends the City Council authorize the following actions:

1. Appropriation of \$12,171 from the Contingency Account to purchase shelter operations cots from the San Bernardino County Fire Department.
2. Receipt of \$12,171 in matching funds from the FY2012 Emergency Management Performance Grant Program to reimburse the Contingency Account.



**San Bernardino Co.  
FireDepartment**

157 W. Fifth Street, Second Floor  
San Bernardino, CA 92415-0451  
(909) 387-5628

Invoice No. **EMPG12-001**

**INVOICE**

**Bill to:**

City of Montclair  
Attn: Angelic Bird, Secretary  
8901 Monte Vista Ave  
Montclair, CA 91763

**April 19, 2013**

DESCRIPTION	Amount Due
<b>Purchase of Cots for City of Montclair</b>	
Under FY 2012 EMPG Grant #EMW-2012-EP-0027	
Vendor: ProPac PO#133323	
Qty: (198) Standard Army Cots, \$6,336	\$6,336.00
(20) Special Needs Cots \$1,580	\$1,580.00
(10) Enhanced Special Needs Cots \$1,390	\$1,390.00
Subtotal:	<b>\$9,306.00</b>
Tax 8.25%:	\$768.00
Freight:	\$2,097.00
	<b>\$9,306.00</b>
	<b>\$768.00</b>
	<b>\$2,097.00</b>
<b>Note:</b>	
EMPG12 City of Montclair Fire Dept Proj "F" - Equipment	

**Payment Details**

**MAKE ALL CHECKS PAYABLE TO:**

**San Bernardino County Fire Department**  
Attn: LaTina Carr, Grants Unit  
157 W. 5th Street, 2nd Floor  
San Bernardino, CA 92415-0451

SubTotal	<b>\$12,171.00</b>
Payments Received	\$0.00
<b>BALANCE DUE</b>	<b>\$12,171.00</b>

Office Use Only  
FES-108-116-2130  
GRC EMPG12-001

*If you have any questions, please call Latina Carr at (909) 387-5948.*

## Angelic Bird

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**From:** Carr, LaTina [lcarr@sbcfire.org]  
**Sent:** Friday, November 09, 2012 4:42 PM  
**To:** Angelic Bird; Troy Ament  
**Cc:** Cox, Kalina; Manalili, Larita; Sampson, Ericka  
**Subject:** FY12 EMPG - City of Montclair  
**Attachments:** FY12 EMPG Modification.Request Form RVSD.XLS; Sole Source Request Form - REVISED 8.20.12.doc; FY12 EMPG Reimbursement Request Form (Rvsd 10-30-12).xls; CHECK LIST FORM FY12 EMPG.XLSX

Good afternoon,

This is to inform you that the **FY2012 EMPG – Equipment Project** request has been approved. Please consider this e-mail as your authorization to proceed with your project.

**Please make sure to adhere to grant procurement policies, as well as the County's procurement policies. In addition, do not make any changes to quantities, or buy a different item other than what has been approved for your project, or it will be disallowed.**

If the item(s) listed is part of a procurement of \$100,000 or greater and a sole source procurement will be used, please make sure to complete the attached Sole Source Request. The Grants Administration will forward your request to the State for approval. After the sole source procurement is approved by the State, you will be notified. Approval notification must be received **prior to** hiring the vendor and incurring the cost. Any expenditure incurred prior to the State's approval will not be reimbursed by the grant.

It is important to visit the website [www.epls.gov](http://www.epls.gov) to verify that the selected vendor is not debarred from receiving funds through a federal award. **Print a copy of the EPLS screen of the search results for each vendor.** The EPLS printout must be dated prior to hiring a vendor/contractor, and must be submitted with the attached Reimbursement Request form.

### COMPLETION DATE

- **The grant performance period is July 1, 2012 through June 30, 2013**
- **Please proceed to start your project at soon as possible.**

The **Checklist Form** is attached to help you gather supporting documentation for each of your reimbursement claims. Please attach a completed copy with each Reimbursement Request you submit indicating which documents are being sent.

**All deliverables and support documentation should also be submitted to Grants Administration on a timely basis.**

**Address:** San Bernardino County Fire Protection  
Attn: LaTina Carr, Grants Administration  
157 W. 5<sup>th</sup> St, 2<sup>nd</sup> Flr  
San Bernardino, CA 92415-0451

If you have any questions, please do not hesitate to contact me, or Larita Manalili - [Imanalili@sbcfire.org](mailto:Imanalili@sbcfire.org), regarding this email or your project.

Your approved FY12 EMPG Project, as submitted from the application, is detailed below:

Proj#	Jurisdiction	Project/Equipment Description	AEL #	Award Amt
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F	City of Montclair	Equipment -- Medical (150) Standard Cots for Shelter Operations (20) Special Needs Cots for Shelter Operations	09ME-01-COTS 09ME-01-COTS	\$12,000
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Sincerely,  
LaTina Carr  
Staff Analyst  
SBC Fire - Grants Management  
Ph: (909) 387-5948  
Fx: (909) 387-5685  
[lcarr@sbcfire.org](mailto:lcarr@sbcfire.org)

# SAN BERNARDINO COUNTY FIRE DEPARTMENT



COUNTY OF SAN BERNARDINO

ADMINISTRATION, GRANTS UNIT  
157 West Fifth Street, Second Floor • San Bernardino, CA 92415-0451  
(909) 387-5974 • Fax (909) 387-5542

MARK A. HARTWIG  
Fire Chief

April 19, 2013

City of Montclair  
Attn: Angelic Bird, Administrative Aide  
P.O. Box 2308  
8901 Monte Vista Avenue  
Montclair, CA 91763

**SUBJECT: FY2012 Emergency Management Performance Grant (EMPG)**  
**Grant No: EMW-2012-EP-00027**  
**San Bernardino County Fire Protection District**  
**Invoice#: EMPG12-001**

Attached is the FY2012 Emergency Management Performance Grant (EMPG) Invoice in the amount of \$12,171.00 for purchase of the following cots from San Bernardino County Fire Protection District:

198 Standard Army Cots  
20 Special Needs Cots  
10 Enhanced Special Needs Cots

The Steering Committee will be meeting on May 2, 2013 to officially decide the re-allocation of unspent grant money. However, in light of the City of Montclair's courtesy in purchasing these available cots from County Fire in order to fulfill your EMPG project goals, the City of Montclair will be appropriated the \$171.00 funds through an EMPG grant modification to cover your increased grant allocation.

If you have any questions about the attached documents, please contact LaTina Carr, at (909) 387-5948 or e-mail [lcarr@sbcfire.org](mailto:lcarr@sbcfire.org).

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "LaTina Carr".

LaTina Carr, Staff Analyst II  
San Bernardino County Fire Protection District  
Grants Administration

cc: Larita Manalili  
Ericka Sampson

Attachment(s): City of Montclair Invoice #EMPG12-001 for FY12 EMPG Cot Purchase

GREGORY C. DEVEREAUX  
Chief Executive Officer

ROBERT A. LOVINGOOD ..... First District  
JANICE RUTHERFORD ..... Second District

Board of Supervisors

JAMES RAMOS ..... Third District  
GARY C. OVITT ..... Fourth District

15 JOSIE GONZALES ..... Fifth District

**COUNTY OF SAN BERNARDINO  
 FY 2012 EMERGENCY MANAGEMENT PERFORMANCE GRANT  
 MODIFICATION REQUEST No. 1**

Date Prepared:	4/19/2013	
Name of Jurisdiction:	City of Montclair	
Project # and Type:	"F" - Equipment	
Total Budget:	\$ 12,000.00	

**I AUTHORIZE THE COUNTY FIRE GRANTS UNIT TO MAKE THE FOLLOWING CHANGES**

**AMEND/CHANGE THE FOLLOWING PROJECTS**

**FROM**

Item No	Project Description	AEL No.	AEL Title	Qty	Unit Cost	Cost Before Tax and Shipping	Tax	Shipping	Total Cost
1	Purchase of Cots (150) Standard, (20) Enhanced Special Needs	09ME-01-COTS	Cots	1	9,000.00	9,000.00	900.00	2,100.00	12,000.00
2									
3									
4									
5									
<b>TOTAL PROJECT AMENDED/CHANGE</b>						<b>9,000.00</b>	<b>900.00</b>	<b>2,100.00</b>	<b>12,000.00</b>

**AMEND/CHANGE THE FOLLOWING PROJECTS**

**TO**

Item No	Project Description	AEL No.	AEL Title	Qty	Unit Cost	Cost Before Tax and Shipping	Tax	Shipping	Total Cost
1	Purchase of Cots (198) Standard, (20) Special Needs, (10) Enhanced Special Needs w/ Mattress	09ME-01-COTS	Cots	1	9,306.00	9,306.00	768.00	2,097.00	12,171.00
2									
3									
4									
5									
<b>TOTAL PROJECT AMENDED/CHANGE</b>						<b>9,306.00</b>	<b>768.00</b>	<b>2,097.00</b>	<b>12,171.00</b>

**ADD THE FOLLOWING PROJECTS**

Item No	Project Description	AEL No.	AEL Title	Qty	Unit Cost	Cost Before Tax and Shipping	Tax	Shipping	Total Cost
1									
2									
3									
4									
5									
<b>TOTAL PROJECT ADDED</b>									

**DELETE THE FOLLOWING PROJECTS**

Item No	Project Description	AEL No.	AEL Title	Qty	Unit Cost	Cost Before Tax and Shipping	Tax	Shipping	Total Cost
1									
2									
3									
4									
5									
<b>TOTAL PROJECT DELETED</b>									

Name of Requestor: <u>Pat D. McCall</u> Title: <u>Deputy Fire Chief</u> Date: <u>4/23/13</u> <b>MUST BE SIGNED BY PROJECT MANAGER</b>	<b>To be completed by the County Fire Grants Unit</b>	
	Review/Approval	Financial Workbook
	By: _____	Entered in Mod # _____
	Date: _____	Date _____ Initials _____

**ProPac**

200 AIR PARK ROAD  
CHARLESTON, SC 29408  
US

Tel: 800-345-3038

Fax: 888-877-8722

Invoice #: 337217

Invoice Date: 13-Mar-13

Original Order: 64106  
Shipping WISE: MAM

*FPD-106-116-2130*

Client account number: COU00033 COUNTY OF SAN BERNARDINO FIRE DEPT SBC FIRE FISCAL 157 W. 5TH ST, 2ND FLOOR SAN BERNARDINO, CA 92415-0451 US Tel: 909-387-5811 Fax:	COUNTY OF SAN BERNARDINO FIRE DEPT 2824 EAST WY STREET BLDG 302 SAN BERNARDINO, CA 92408 US Tel: 909-387-5811 Fax:
---	---

Seq#	L Item	Description	Qty Ordered	Qty Invoiced	Qty BO	City UM	Unit Price	Amnt UM	Extended Price
1	S L2021SL	STANDARD ARMY COT, STEP LOCK	198	198	0	EA	32.00	EA	\$6,336.00
				198	SKU: EA				Discount: 8.57 %
2	S L2015	STANDARD SPECIAL NEEDS COT	20	20	0	EA	76.00	EA	\$1,520.00
				20	SKU: EA				Discount: 0.00 %
3	S L2030	ENHANCED SPECIAL NEEDS COT WITH MATTRESS	10	10	0	EA	138.00	EA	\$1,380.00
				10	SKU: EA				Discount: 0.00 %

Total Lines: 3 Total Weight: 4,178.00

*Receive under City of Montclair*

*EMPG FY 2012*

*Project F*

Subtotal	\$9,304.00
Freight	\$2,096.00
Sales Tax	
<b>Total:</b>	<b>\$11,402.56</b>

*Tax x 6.25% = 767.75*

*Total Purchase w/ Tax = \$ 12,170.31*

3/20/2013 11:52:13 AM

Revisions: 1

Page 1 of 1

Subtotal	9,304.00	9,304.00
Tax	767.75	767.75
Freight	2,096.00	2,096.00
<b>Total</b>	<b>12,170.31</b>	<b>12,170.31</b>

**PROPAC, INC.**  
**DUNS: 198445322** CAGE Code: 0MWK2  
Status: Active

**2390 AIRPARK RD**  
**NORTH CHARLESTON, SC, 29406-6022,**  
**UNITED STATES**

**Entity Overview**

Entity Information

**DUNS: 198445322**  
**Name: PROPAC, INC.**  
**Business Type: Business or Organization**  
**POC Name: None Specified**  
**Registration Status: Active**  
**Expiration Date: 10/11/2013**

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.732.20130222-1427

WWW3

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



# ProPac

2390 AIR PARK ROAD  
CHARLESTON, SC 29406  
US

Tel: 800-345-3036

Fax: 888-877-6722

Packing Slip  
**64106**

Shipping Whse: MAIN

**Bill To:** Cust Account No: COU00033 COUNTY OF SA  
COUNTY OF SAN BERNARDINO FIRE DEPT  
SBC FIRE FISCAL  
157 W. 5TH ST, 2ND FLOOR  
SAN BERNARDINO, CA 92415-0451  
US  
Tel: 909-387-5811 Fax:

**Ship To:** 1  
COUNTY OF SAN BERNARDINO FIRE DEPT  
2824 EAST "W" STREET  
BLDG 302  
SAN BERNARDINO, CA 92408  
US  
Tel: 909-387-5811 Fax:

12/8/2012 NET 10 DAYS 133323 corbin ORG ORIGIN VF

Seq#	L. Item	Description	Qty Ordered	Pick Qty	Qty Back Ordered	Qty UM
1	S L2021SL	STANDARD ARMY COT, STEP LOCK	198	198	0	EA
2	S L2015	STANDARD SPECIAL NEEDS COT	20	20	0	EA
3	S L2030	ENHANCED SPECIAL NEEDS COT WITH MATTRESS	10	10	0	EA

Total Lines: 3

*Rev'd  
AD  
3/20/13*

*FL 10 Co Fire HSCP Proj  
FPD 106-110-4200-2130  
ORC 03500010*

(B)

Picked By: _____	
Packed By: _____	
Checked By: _____	

3/12/2013 7:53:54 AM

Revision#: 1

122

Page 1 of 1

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0 • C

10,050.48 +  
2,096.56 +  
12,147.04 \*

**CITY OF MONTCLAIR BID QUOTATION FORM**

Department Fire Date 4/22/2013

Purchase Requisition No. \_\_\_\_\_

Item(s) Description: 198 standard, 20 special needs, and 10 enhanced special needs cots for shelter operations

Reason for Purchase: These cots will be prepositioned at the City's designated shelter site (Community Center) to provide a place of refuge for individuals and households affected by an emergency/disaster event

Employee Obtaining Quotes San Bernardino County Fire Department for Angelic Bird

**VENDORS CONTACTED**

**BID QUOTES\***

				<b>(1)</b>	6,336.00
					1,580.00
					1,390.00
<b>(1) NAME</b>	<u>ProPac</u>			Subtotal	9,306.00
<b>ADDRESS</b>	<u>2390 Air Park Road, Charleston, SC 29406</u>			Tax	744.48
<b>PHONE NO.</b>	<u>(800) 345-3036</u>	<b>NAME OF REP.</b>	<u>Vanessa Forte</u>	Shipping	2,096.56
<b>COMMENTS</b>	<u>Quote No. 7348</u>			Labor	0.00
				Total	12,147.04
				<b>(2)</b>	110,870.10
					4,198.50
<b>(2) NAME</b>	<u>Safety Store</u>			Subtotal	115,068.60
<b>ADDRESS</b>	<u>2919 Idlewood Drive, Charlottesville, VA 22901</u>			Tax	9,493.16
<b>PHONE NO.</b>	<u>(434) 973-8030</u>	<b>NAME OF REP.</b>	_____	Shipping	0.00
<b>COMMENTS</b>	<u>Quote No. 592</u>			Labor	0.00
				Total	124,561.76
				<b>(3)</b>	7,821.00
					1,980.00
					1,690.00
<b>(3) NAME</b>	<u>Blantex, Inc.</u>			Subtotal	11,491.00
<b>ADDRESS</b>	<u>9230 Alberene Dr., Houston, TX 77074</u>			Tax	948.01
<b>PHONE NO.</b>	<u>(713) 981-4700</u>	<b>NAME OF REP.</b>	<u>J. Blanga</u>	Shipping	0.00
<b>COMMENTS</b>	_____			Labor	0.00
				Total	12,439.01

\*Quotations are to include tax and delivery charges

**RECOMMENDED VENDOR AND JUSTIFICATION**

It is recommended that the standard and special needs cots be purchased from Propac because this vendor offers the lowest price.

**ProPac**  
 2300 AIR PARK ROAD  
 CHARLESTON, SC 29408  
 US

**Quote # 7348**  
**Quote Date: 16-Oct-12**  
**Expires:**  
 Shipping WHSE: MAN  
 Quote taken by: VFORTE

Tel#: (800)345-3036

Fax#: (888)877-8722

<b>Quote To:</b> Client account number: COU00033 COUNTY OF SAN BERNARDINO FIRE DEPT 2824 EAST W STREET BLD 302 SAN BERNARDINO, CA 92408-0451 US Tel: (909)387-5811 Fax:	<b>Shipping Location:</b> 1 COUNTY OF SAN BERNARDINO FIRE DEPT 2824 EAST "W" STREET BLDG 302 SAN BERNARDINO, CA 92408 US Tel: (909)387-5811 Fax:
--	--

<b>Ship by Date</b>	<b>Customer Department</b>	<b>Customer PO Number</b>	<b>Customer Release#</b>	<b>Terms of Sale</b>	<b>Inside Salesrep</b>	<b>Outside Salesrep</b>
10/16/2012		GRG: 63860010		NET 10 DAYS	VF	
<b>Ordered By</b>	<b>Currency</b>	<b>Exchange Rate</b>	<b>Carrier</b>	<b>Service Code</b>	<b>Frt Method</b>	
	US		ORIG	ORIGIN	A	

Seq#	L Item	Description	Qty Ordered	Pick Qty	Qty Back Ordered	Qty UM	Unit Price	Amt UM	Extended Price
1	S L2021SL	STANDARD ARMY COT, STEP LOCK	198	0	0	EA	32.00	EA	\$6,336.00
2	S L2015	STANDARD SPECIAL NEEDS COT	20	0	0	EA	79.00	EA	\$1,580.00
3	S L2030	ENHANCED SPECIAL NEEDS COT WITH MATTRESS	10	0	0	EA	139.00	EA	\$1,390.00

<b>Subtotal:</b>	<b>\$9,306.00</b>
<b>Freight</b>	<b>\$2,096.66</b>
<b>Sales Tax to be paid by buyer</b>	<b>\$744.48</b>
<b>Total:</b>	<b>\$12,147.04</b>

11/12/2012 2:41:19 PM Revision#:4

Page 1 of 1

**FREIGHT QUOTES ARE ONLY VALID FOR 15 DAYS**

Customer Quote - 7348

# SafetyStore tm

## Quotation

2919 Idlewood Drive  
Charlottesville, VA 22901

Date	Estimate #
11/15/2012	592

Name / Address	Ship To
San Bernardino Co. Fire Dept. Attn: Marta Govan 2824 East "W" Street, Bldg 302 San Bernardino, CA 92408	San Bernardino Co. Fire Dept. Attn: Marta Govan 2824 East "W" Street, Bldg 302 San Bernardino, CA 92408

Our Phone #	Our Fax #	Terms	Project	
434-973-8030	434-973-4070	Prepaid		
Item	Description	Qty	Cost	Total
PK-P820107	Padded Adjustable Style Auto Luxury Shelter Cot - <i>Special Needs</i>	40	139.95	5,598.00T
WG-BPC1	#BPC-1 - Bariatric Cot - <i>Standard</i>	411	559.95	230,139.45T
PK-P270105BL	Polar Fleece Acrylic Blanket - case of 20 blankets	2	194.95	389.90T
RS-183	#183 - Patient Transfer Sheet	2	51.95	103.90T
Shipping & Han	Shipping and Handling (estimate only) (Items shipping from New Jersey, North Carolina and Virginia)		4,354.00	4,354.00
Subtotal				
Sales Tax ()				
Total				

- 30 cots x \$139.95  
\$4,198.50

198 cots x \$559.95  
\$110,870.10

Terms: All orders must be prepaid via group check or credit card prior to shipment. Credit cards are charged when the order actually ships or if a deposit is required at time of order. We do not provide any other payment terms. Please feel free to call with any questions or modifications to the quotations.

**Dorado, Corbin**

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**From:** jblanga [jblanga@blantexinc.com]  
**Sent:** Thursday, November 15, 2012 11:15 AM  
**To:** Dorado, Corbin  
**Cc:** info@blantexinc.com  
**Subject:** Cots and Blanket quote

Dear Corbin

Thank you for inquiring about our products  
We offer you the following FOB Houston Texas:

Folding Cot	XB-1	\$39.50 each	X 198 cots = \$7,821
Special Need Cot	XM-3	\$99.00	X 20 cots = \$1,980
Special Need Cot	XH-3 IV	\$169.00	X 10 cots = \$1,690

We can supply you with Disaster Blankets at \$8.00 each

Look forward to hear from you.

Sincerely

--  
Joseph Blanga

***Blantex, Inc.***

9230 Alberene Dr. Houston, Tx. 77074 USA  
Tel (713)981-4700 Fax (713)981-4737  
[jblanga@blantexinc.com](mailto:jblanga@blantexinc.com) [www.blantexinc.com](http://www.blantexinc.com)

11/15/2012

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE INTERSECTION OF RAMONA AVENUE AND ALLESANDRO STREET	<b>DATE:</b> May 6, 2013
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 3
	<b>FILE I.D.:</b> TRC800
	<b>DEPT.:</b> PUBLIC WORKS

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the installation of stop signs.

**BACKGROUND:** During and after completion of the Northwest Montclair Pavement Rehabilitation Project, staff heard from several residents of a need to install an all-way stop at the intersection of Ramona Avenue and Allesandro Street. This is a Tee-intersection as shown on the attached plan. The placement of stop signs is generally governed by the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD considers such factors as:

- An intersection of a less important road with a main road where application of the normal right-of-way is unduly hazardous.
- A street enters a through highway or street.
- An unsignalized intersection in a signalized area.
- Other intersections where a combination of high speed, restricted view, and serious accident records indicates a need for control by the STOP sign.
- Traffic volumes of major and minor streets.

In most cases, a single stop sign on the minor street will address safety concerns. As part of the Northwest Montclair Pavement Rehabilitation Project, a single stop sign was installed on Allesandro Street at Ramona Avenue. City Council authorization was not required for this installation as it was strictly in accordance with the MUTCD.

In response to residents' concerns with safety in the area, staff has further reviewed this intersection. Staff conducted a design review of the intersection geometrics, traffic counts, and speed surveys. Traffic volumes are not exceptionally high, nor is the percentage of cars on the minor street (Allesandro Street) compared to the major street (Ramona Avenue) sufficient to warrant an all-way stop. The critical or 85th percentile speed on Ramona Avenue is below 30 miles per hour, appropriate for the street. Several higher speeds up to 49 miles per hour were recorded, but these higher speeds were more exceptions than the rule. Only about 5 percent of the drivers were exceeding 32 miles per hour. Reported accident history at this location is nonexistent, although residents report a lot of near misses.

---

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

---

However, there is a significant concern with the intersection geometrics. Allesandro Street intersects Ramona Avenue near the inside midpoint of a horizontal curve. On paper it appears that there is adequate sight distance. However, this sight distance relies on a line of sight that crosses the property at the southeast corner of the intersection. The line of sight is significantly impaired when vehicles are parked in the driveway. The sight distance is even further impaired when vehicles are legally parked at the curb.

Given the limited sight distance at this intersection and the limited hope for improvement by restricting parking along the curb south of the intersection, staff recommends the installation of stop signs for north- and southbound Ramona Avenue traffic at Allesandro Street, making the intersection an all-way stop.

**FISCAL IMPACT:** Installation of two stop signs, stop bars, and stop legends is estimated to be under \$300. The work would be performed by City crews.

**RECOMMENDATION:** Staff recommends the City Council authorize the installation of stop signs at the intersection of Ramona Avenue and Allesandro Street.



## AGENDA REPORT

**SUBJECT:** CONSIDER ACCEPTANCE OF GRANT DEED NO. 1672, AN EASEMENT FOR CONSTRUCTION, MAINTENANCE, AND USE OF A SIDEWALK LOCATED AT 9675 MONTE VISTA AVENUE

**DATE:** May 6, 2013  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 4  
**FILE I.D.:** STA650  
**DEPT.:** PUBLIC WORKS

**REASON FOR CONSIDERATION:** Grant deeds and/or easements are generally required whenever the City must perform work of a permanent nature when the right-of-way for such does not exist. Grants of properties and easements are subject to the approval of the City Council.

**BACKGROUND:** The City recently received a complaint from a person using a wheelchair that she was not able to traverse the sidewalk in front of 9675 Monte Vista Avenue. The sidewalk goes through a drive approach that does not have handicap ramps. Both the drive approach and sidewalk have been uplifted by a City-owned tree. The sidewalk has previously been ground down by the City. Further grinding will not improve accessibility.

The sidewalk is also heavily used by pedestrians. Reconstructing the drive approach and sidewalk in their current locations will not fully address the accessibility issues. An alternate method of modifying the sidewalk would be to construct a "wraparound" style sidewalk. The drive approach would be reconstructed to City standards, but the sidewalk would be relocated behind the drive approach instead of through the drive approach. This method would require a five-foot right-of-way dedication by the property owner. The property owner is in concurrence of the necessary repairs of the sidewalk and is currently reviewing the proposed Grant Deed for approval.

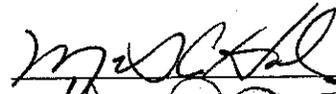
**FISCAL IMPACT:** Acceptance of Grant Deed No. 1672 would allow for construction and use of public sidewalk and would create no fiscal impact to the City. Construction of the sidewalk modifications is estimated at \$5,500 and would be included as part of the Ramona Avenue Rehabilitation Project currently under construction.

**RECOMMENDATION:** Staff recommends the City Council accept Grant Deed No. 1672, an easement for construction, maintenance, and use of a sidewalk located at 9675 Monte Vista Avenue.

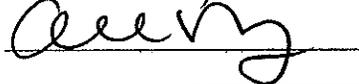
Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:



**Recording Requested  
By and Mail to:**

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

*SPACE ABOVE THIS LINE FOR RECORDERS USE*

**Affix Internal Revenue Stamps In This Place**

APN: 1008-651-17

# GRANT DEED

Affix I.R.S. \$ DTT 0

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

## VMG Building

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

See attached Exhibits A and B

**Grant Deed No. 1672**

\_\_\_\_\_  
  
\_\_\_\_\_

## ACCEPTANCE

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

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Deputy City Clerk**

**(Seal)**

EXHIBIT A

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 5244, IN THE CITY OF MONTCLAIR, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50, PAGE 55, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE NORTHERLY 55.00 FEET OF THE WESTERLY 5.00 FEET, AN AREA OF 0.01 ACRES (275 SQUARE FEET) MORE OR LESS.

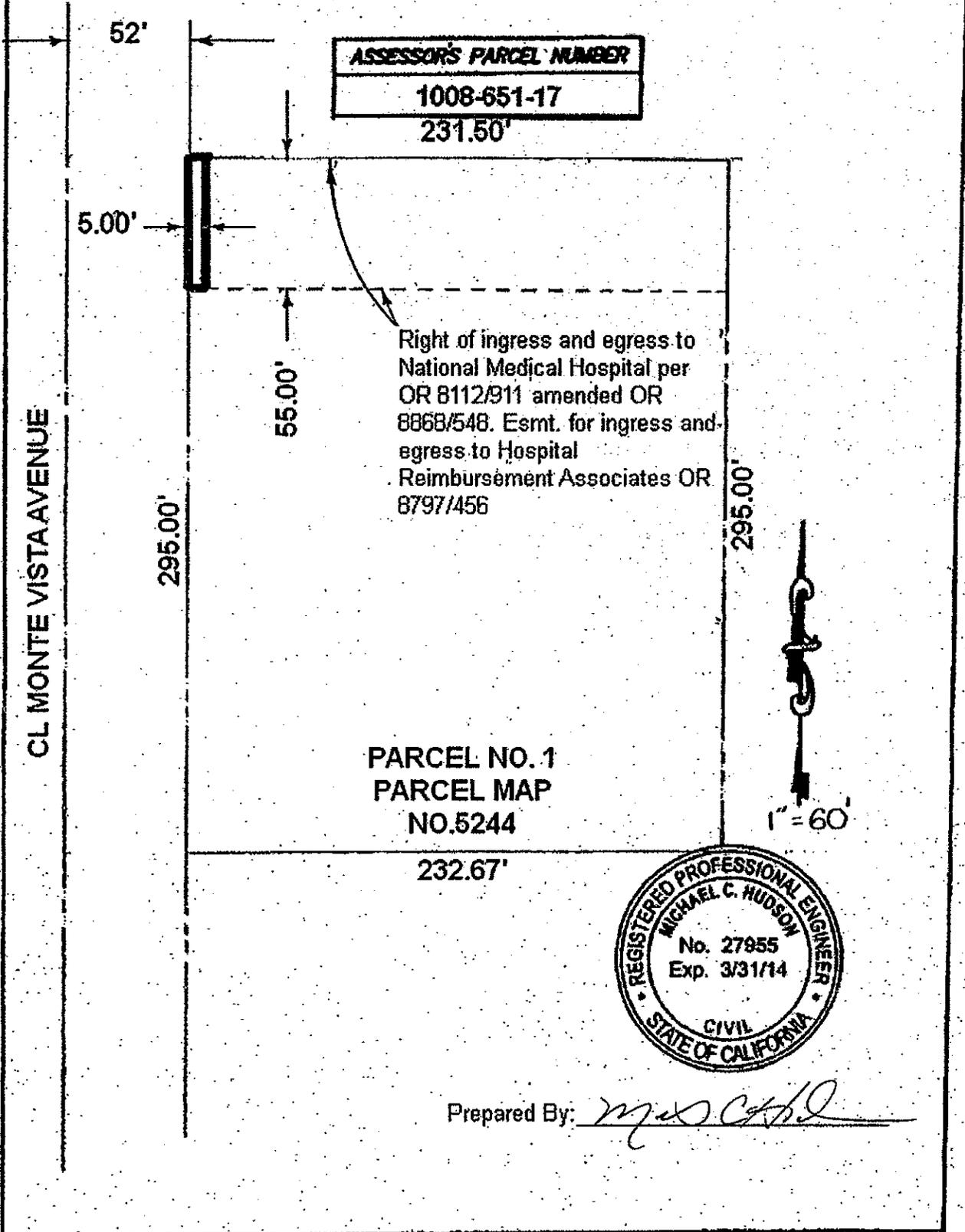
PREPARED BY:

*M. C. Hudson*

April 18, 2013  
DATE



# EXHIBIT B



## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	<b>DATE:</b> May 6, 2013
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 5
	<b>FILE I.D.:</b> FIN540
	<b>DEPT.:</b> ADMIN. SVCS.

---

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

**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated May 6, 2013, and Payroll Documentation dated March 24, 2013; finds them to be in order; and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated May 6, 2013, totals \$1,420,508.80. The Payroll Documentation dated March 24, 2013, totals \$573,523.53, with \$405,635.51 being the total cash disbursement.

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

---

Prepared by:

*Yvonne L Smith*

Reviewed and  
Approved by:

*[Signature]*

Proofed by:

*Andreia D. Melis*

Presented by:

*[Signature]*

## AGENDA REPORT

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 13-29 WITH CARL WARREN & COMPANY FOR LIABILITY CLAIMS ADMINISTRATION	<b>DATE:</b> May 6, 2013  <b>SECTION:</b> AGREEMENTS  <b>ITEM NO.:</b> 1  <b>FILE I.D.:</b> INS320  <b>DEPT.:</b> ADMIN. SVCS.
---	--

**REASON FOR CONSIDERATION:** Agreement No. 11-58 with Carl Warren & Company for liability claims administration services expired on March 16, 2013. The City Council is requested to consider approval of Agreement No. 13-29 with Carl Warren & Company for the company to continue administration of the City's liability claims.

A copy of proposed Agreement No. 13-29 with Carl Warren & Company is attached for the City Council's review and consideration.

**BACKGROUND:** Agreement No. 13-29 proposes that liability claims administration services provided by Carl Warren & Company be continued for a two-year period beginning March 16, 2013, through March 15, 2015. Fee increases are being requested for two billing rates effective March 16, 2013. The Council last approved fee adjustments in 2009.

**FISCAL IMPACT:** Table 1 identifies the proposed schedule of service fees for the administration of liability claims to be performed by Carl Warren & Company effective March 16, 2013. The current fees are discussed in proposed Agreement No. 13-29.

**Table 1  
Current/Proposed Schedule of Service Fees**

	<i>Current Rates</i>	<i>Proposed Rates Effective March 16, 2013</i>
Service fee	\$56 per hour	No change
Telephone services	10% of services	No change
Photographs	\$2.50 each	No change
Mileage	\$.55 per mile	\$.565 per mile
File setup fee	\$28.00	No change
Filing fee for Medicare	New fee	\$4.85 per filing
Administrative fee	\$300 quarterly	No change

Prepared by: <u>Gary E. Chavala</u> Proofed by: <u>Yvonne R. Smith</u>	Reviewed and Approved by: <u>[Signature]</u> Presented by: <u>[Signature]</u>
---	--

Services are utilized on a claim-by-claim basis; therefore, the exact fiscal impact is currently unknown. A funding allocation is included in the budget to cover the anticipated costs for these liability claims administration services. Actual Fiscal Year 2012-13 expenditures with Carl Warren & Company are \$6,525.36 through April 25, 2013.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 13-29 with Carl Warren & Company for liability claims administration services.

### THIRD PARTY CLAIMS ADMINISTRATION CONTRACT

THIS AGREEMENT, entered into on March 15, 2013 by and between the City of Montclair hereinafter called "PRINCIPAL," and CARL WARREN & COMPANY, hereinafter called "CONTRACTOR," is for certain services as outlined in connection with the duties and responsibilities of administering a program of self-insurance.

#### WITNESSETH

WHEREAS, PRINCIPAL has undertaken to self-insure and is in need of a qualified third party to whom to delegate the responsibilities and duties of administering said partially or totally self-insured insurance program, and

WHEREAS, CONTRACTOR is engaged in the supervision and administration of programs for self-insurance,

NOW, THEREFORE, PRINCIPAL and CONTRACTOR mutually understand and agree as follows:

#### 1. GENERAL

CONTRACTOR shall: (a) supervise and administer the Self-Insurance program for PRINCIPAL; (b) represent the PRINCIPAL in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims for money damages asserted by third parties against the PRINCIPAL (and other participants in the program as specified); and (c) provide to PRINCIPAL during the term of this Agreement all the services more particularly set forth hereinafter.

#### 2. INVESTIGATIVE SERVICES

CONTRACTOR shall provide complete investigative and analytical services including, but not limited to: (a) receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims reported by PRINCIPAL to CONTRACTOR; and (b) the investigation of such accidents, incidents, claims or cases where examination warrants such investigation or when requested by PRINCIPAL, such investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine liability and loss but not to include Allocated Expenses and extraordinary professional services set forth below.

Regarding Allocated Expenses, PRINCIPAL agrees to pay for the cost of all reasonable and supportable extraordinary services and costs, including but not limited to, professional photography, police reports, independent medical examinations, professional engineering services, laboratory services, bulk copy jobs, private investigators, legal costs and fees and work performed by accountants. CONTRACTOR shall charge PRINCIPAL for non-staff investigators or adjusters when, in the opinion of CONTRACTOR, such assistance is necessary and reasonably related to the monetary exposure.

### **3. SETTLEMENT AUTHORITY**

CONTRACTOR shall have discretionary settlement authority up to \$ Zero.

### **4. CLAIMS ADJUSTMENT SERVICES**

CONTRACTOR shall provide complete claims adjustment services on each accident or incident that may be the subject of a claim against the PRINCIPAL which is reported to CONTRACTOR by the PRINCIPAL. Such services shall include, but not be limited to (a) the maintenance of a claim file on each potential or actual claim reported to CONTRACTOR; (b) whenever its investigation results in a determination that PRINCIPAL has sustained a liability to a third party, CONTRACTOR shall process any such claim or potential claim for settlement in accordance with the PRINCIPAL'S instructions for settlement of such claims; and (c) obtaining all release agreements or proofs of loss on settlement of any claim or potential claim. Specific service instructions will be added to this contract as an exhibit. If subrogation is pursued, the rates in Section 8 will apply unless a separate contingency fee agreement is agreed to by PRINCIPAL and CONTRACTOR.

### **5. ADMINISTRATIVE SERVICES**

CONTRACTOR shall provide at least the following administrative services: (a) assignment of a Principal Account Adjuster to the PRINCIPAL; (b) providing PRINCIPAL with electronic access to all reported claims during the term of this Agreement, indicating the status of each reported open claim assigned to CONTRACTOR, the details of each such claim, the outstanding reserves for each claim and details of all claim payments; and (c) periodic review and adjusting of reserves on all open claims. Account specific reports and attendance at meetings (including round trip travel) shall be provided by CONTRACTOR at the same rates provided in Section 8 as services.

### **6. LEGAL SUPPORT SERVICES**

CONTRACTOR shall provide at least the following legal support services on each claim wherein the claimant has commenced litigation: (a) Upon notification by PRINCIPAL that litigation has been filed on an open claim, CONTRACTOR shall notify PRINCIPAL and, in accordance with PRINCIPAL'S instructions, the PRINCIPAL'S excess insurance carrier and/or excess reporting authority, pool or group (the "excess entity") and/or trial attorney assigned by PRINCIPAL to handle the case and provide such excess entity and/or trial attorney with all information and files concerning claim; (b) maintain liaison with PRINCIPAL'S excess entity and/or trial attorney and provide such investigation services as are required by such attorney during pre-trial and trial stages; and (c) assist PRINCIPAL'S excess entity and/or trial attorney with discovery and other legal processes.

## 7. PERIOD OF AGREEMENT

This Agreement is for a period of Twenty-four months (24) months commencing 3.16.13 and ending 3.15.15, after which date this Agreement shall renew for one (1) year periods of time and rates will be reviewed annually.

## 8. CONSIDERATION

PRINCIPAL agrees to pay, effective 3.16.13 the following claim handling fees for CONTRACTOR'S services:

Fee Category:

Services	\$56.00 per hour
Mileage	.565 per mile/or IRS rate (or the greater of)
Telephone	10 % of Services
Photocopies	30 cents per page
Pages/Stenographic	\$5.00
Photographs	\$2.50 each
Duplicated Photographs	\$1.50 each
Office Expense	20 % of Services
Set up fee	1/2 hour Services Rate above
Data Processing	Included in quarterly service fee
1099 Preparation	Included
Cassettes	Included
Index * (per submission)	\$18.00 each with MMSEA \$4.85
Miscellaneous **	At Cost
Compass2 / mycarlwarren (billed quarterly)	\$300.00 per quarter administrative/Loss Run/MCW

\* Index includes ISO and OFAC.

\*\* Miscellaneous includes but is not limited to actual costs for hotels, airfare, meals while on overnight travel, copying court documents etc.

Incident reports not requiring any claimant contact or investigation will be reviewed and entered into an incident report log for \$50 per incident if PRINCIPAL so requests.

Unless a multi-year contract term is in effect, this fee schedule shall be subject to negotiations between PRINCIPAL and CONTRACTOR at no less than one (1) year intervals following the effective date of the Agreement. Charges for non-file-related professional services performed at the specific request of PRINCIPAL will be billed on an as quoted basis.

PRINCIPAL agrees to pay charges for outside adjusters other than CONTRACTOR'S adjusters and file related expenses such as medical reports, police reports, etc. on a pass through basis with no additional fees added.

## **9. DATA PROCESSING**

(a) The following standard services are included in this cost and in the annual administrative fee - claims data electronically for up to three recipients and access to mycarlwarren.com for up to three users. For security purposes, access to mycarlwarren and any subscriptions will automatically terminate at the end of twelve (12) months. PRINCIPAL shall be responsible for notifying CONTRACTOR to renew user subscriptions and access or to substitute users.

(b) Additional users or recipients shall be charged on a per person basis at an annual fee of \$250.

(c) Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour once the scope has been agreed upon. CONTRACTOR does not possess any interest, title, lien or right to any client data or records. Therefore, upon termination of the contract, CONTRACTOR is relieved of all obligations to provide data processing services to PRINCIPAL and will deliver to PRINCIPAL all data and records in a readily available excel or PDF format. If a different format is desired by PRINCIPAL, CONTRACTOR will provide it to PRINCIPAL at an agreed upon and reasonable cost and timeline.

## **10. PRINCIPAL'S RESPONSIBILITIES**

PRINCIPAL shall provide CONTRACTOR with copies of all relevant documents upon request and without charge and shall make available any PRINCIPAL employee for interviews by CONTRACTOR at reasonable times concerning any investigation of a claim or incident pursuant to this Agreement.

CONTRACTOR shall bill PRINCIPAL and furnish PRINCIPAL with invoices for services rendered in accordance with the fee schedule set forth in the Agreement. Each invoice will include the claim or other matters for which a fee is being charged and the amount of the associated fee for that claim or matter. Payment shall be due and payable within thirty (30) days of receipt. PRINCIPAL shall report all billing discrepancies in writing to CONTRACTOR within thirty (30) days and adjustments will be promptly considered. PRINCIPAL will become delinquent when any undisputed invoice has been outstanding for over ninety (90) days. CONTRACTOR may elect to limit access to data and/or suspend and/or terminate this Agreement in the event PRINCIPAL fails to pay CONTRACTOR. Good faith disputed amount(s) will not be considered in establishing delinquency. CONTRACTOR will notify PRINCIPAL of such failure to pay and if PRINCIPAL does not cure such failure, excluding any good faith disputed amount, within ten (10) banking days after the date of such notice ("the cure period"), CONTRACTOR may immediately limit access to data and/or suspend and/or terminate this Agreement as of the first business day following expiration of the cure period, and/or send the outstanding invoices to a collection agency to pursue recovery of outstanding amounts plus fees and interest.

## **11. CONFLICT OF INTEREST**

In the event a claim or incident is reported to CONTRACTOR by PRINCIPAL and it is determined that the actual or potential claimants therein are also clients of CONTRACTOR, then CONTRACTOR shall immediately notify PRINCIPAL of such potential conflict of interest so PRINCIPAL may have the option to choose an independent investigator and adjuster.

## **12. CANCELLATION OF AGREEMENT**

This Agreement may be terminated by either party with or without cause upon giving other party written notice at least ninety (90) days prior to the date of termination.

## **13. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT**

(a) All files on each claim shall be property of the PRINCIPAL.

(b) In the event of expiration of the Agreement, non-renewal thereof, or cancellation, CONTRACTOR shall bill the PRINCIPAL, subject to the rates quoted in Section 8 herein above, for work completed by CONTRACTOR on each claim. Upon receipt of payment of outstanding invoices (including those in 13c below), CONTRACTOR shall promptly forward all completed and pending claim files to the PRINCIPAL unless PRINCIPAL requests CONTRACTOR to continue to process any files on a time and expense basis as provided for in the CONTRACTOR'S Rate Manual at the time such services are rendered.

(c) PRINCIPAL agrees to pay CONTRACTOR for the internal and/or external cost of retaining, storing, retrieving, logging, packing and shipping files which are stored on or off premises by CONTRACTOR.

## **14. HOLD HARMLESS**

PRINCIPAL agrees to defend any legal action commenced against CONTRACTOR caused directly or indirectly by the alleged wrongful or negligent acts, errors or omissions of PRINCIPAL; and indemnify CONTRACTOR against any liability, loss, cost or damage including attorneys' fees resulting therefrom.

CONTRACTOR agrees to defend any legal action commenced against PRINCIPAL caused directly or indirectly solely by the wrongful or negligent acts, errors or omissions of the CONTRACTOR, employees, agents or others engaged by CONTRACTOR and to indemnify PRINCIPAL against any liability, loss, cost or damage including attorneys' fees resulting therefrom.

**15. AUDITS**

The CONTRACTOR'S files shall be made available for audits at any time upon reasonable notice. Reasonable notice shall be defined as thirty (30) days or as otherwise agreed by the parties. If special retrieval or shipment of the requested files is necessary, PRINCIPAL shall reimburse CONTRACTOR at cost. The CONTRACTOR reserves the right to reject an auditor proposed by PRINCIPAL if the proposed auditor may gain an unfair competitive advantage over CONTRACTOR by conducting such an audit.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by the duly authorized Officers as of the day and year first above written.

(CONTRACTOR)

(PRINCIPAL)

**CARL WARREN & COMPANY**

**CITY OF MONTCLAIR**

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

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

Paul M. Eaton  
Mayor

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

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

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

**ATTEST:**

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

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*Carl Warren & Company*

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 13-30 WITH THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION RELATED TO TERMS AND CONDITIONS OF EMPLOY- MENT	<b>DATE:</b> May 6, 2013 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 2 <b>FILE I.D.:</b> SBP100 <b>DEPT.:</b> ADMIN. SVCS.
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**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 13-30 with the San Bernardino Public Employees Association (SBPEA) related to terms and conditions of employment.

A copy of proposed Agreement No. 13-30 is included in the agenda packets for the City Council's review and consideration.

**BACKGROUND:** The City of Montclair and SBPEA have reached agreement on the provisions related to the terms and conditions of employment. Proposed Agreement No. 13-30 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 MOU.

Following is a summary of the changes in proposed MOU related to the terms and conditions of employment:

- Article 5: Addition of Accountant and Police Records Supervisor classifications.
- Article 8 (Section 8.01): Change of fiscal year from 2011-12 to 2012-13.
- Article 8 (Section 8.09): The change relates to the number of employees eligible to receive bilingual pay from 10 to 12 unit members.
- Article 9 (Section 9.01): The change relates to the City's contribution to the benefit fund, which increased from \$825 to \$850 per month effective March 1, 2013.
- Article 12: The change relates to implementation of the Public Employees' Pension Reform Act (PEPRA) effective January 1, 2013. The change incorporates the following:

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Prepared by:

*Gary S. Clark*

Reviewed and  
Approved by:

*[Signature]*

Proofed by:

*Yvonne Smith*

Presented by:

*[Signature]*

### **Employees Hired on or After January 1, 2013**

Effective January 1, 2013, new members to CalPERS or an agency with CalPERS' reciprocity will be subject to the provisions of the Public Employee's Pension Reform Act of 2013 (PEPRA) and will receive the 2% @ 62 benefit formula. This plan provides 2 percent of pay at age 62 for each year of service credited with the City. Employees pay 50 percent of the normal cost rate on a pretax basis to be calculated by CalPERS. In addition, new members must be at least 52 years of age with five or more years of CalPERS-credited service in order to retire with a normal service retirement through the CalPERS system; and their retirement allowance will be based on the average of their last three years of compensation prior to retirement.

Employees who are current members of CalPERS or an agency with CalPERS' reciprocity, or who have less than a six-month break in service between employment in a CalPERS (or reciprocal) agency, or who have previously been employed by the City of Montclair will be enrolled in the 2% @ 60 formula. Employees under this formula pay 6 percent of the member's required contribution on a pretax basis as in items 2(b) above.

- Article 14 (Section 14.02): The change relates to an increase in the amount of vacation leave that employee's can convert to reportable compensation from a maximum of 20 hours per year to a maximum of 40 hours per year.
- Article 42 (Section 42.04): The change relates to designating the classifications of Accountant and Police Records Supervisor as confidential employees.
- Article 44: The change relates to the term of the Agreement.

**FISCAL IMPACT:** There is no fiscal impact associated with ratifying the proposed MOU between the City of Montclair and SBPEA other than what has been included in the Fiscal Year 2012-13 Budget.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 13-30 with the San Bernardino Public Employees Association related to terms and conditions employment.

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 13-31-I-88, AN IRREVOCABLE ANNEXATION AGREEMENT WITH JOSÉ J. CABRERA AND CRYSTAL JEAN CABRERA FOR 11207 COLLEGE AVENUE (APN 1012- 392-19)	<b>DATE:</b> May 6, 2013 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 3 <b>FILE I.D.:</b> SEW080 <b>DEPT.:</b> COMMUNITY DEV.
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**REASON FOR CONSIDERATION:** Irrevocable Annexation Agreements are subject to City Council review and consideration.

**BACKGROUND:** The proposed Irrevocable Annexation Agreement would permit the property owners of the subject parcel located in unincorporated County territory to connect to the City's sewer main in College Avenue, with the Agreement requiring annexation of the property when feasible at a future date.

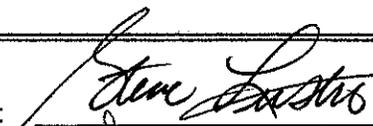
If approved by the City Council, the Agreement would also be subject to approval by the Local Agency Formation Commission (LAFCO). The proposed Agreement and sewer connection request is consistent with City policy and meets all applicable City requirements. Following City Council and LAFCO approvals, the Agreement would be recorded against the property and become binding on future owners, heirs, successors, or assigns.

**FISCAL IMPACT:** There would be no fiscal impact as a result of execution of proposed Irrevocable Annexation Agreement No. 13-31-I-88.

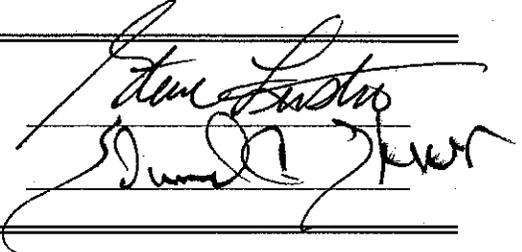
**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 13-31-I-88, an Irrevocable Annexation Agreement with José J. Cabrera and Crystal Jean Cabrera for the property located at 11207 College Avenue (Assessor's Parcel No. 1012-392-19).

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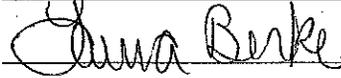
Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:



**AGREEMENT NO. 13-31-I-88**

**AN IRREVOCABLE AGREEMENT TO ANNEX  
TO THE CITY OF MONTCLAIR**

(José J. Cabrera and Crystal Jean Cabrera, 11207 College Avenue)

This agreement is entered into this 6th day of May, 2013, between José J. Cabrera, a married man as his sole and separate property, and Crystal Jean Cabrera, a single woman, as joint tenants, hereinafter referred to as "Owner," and the City of Montclair, hereinafter referred to as "City."

**WHEREAS**, Owner is the legal property owner of the real property located at 11207 College Avenue, also referenced as San Bernardino County Tax Assessor Parcel No. (APN) 1012-392-19, shown as Exhibit "A" attached, and is further described as follows:

Lot 11 of Tract No. 3835, in the County of San Bernardino, State of California, as per plat recorded in Book 51 of Maps, Page 33, records of said County.

**WHEREAS**, the subject property is a 10,270 square-foot (.24 acres) lot on the east side of College Avenue between Howard Street and Grand Avenue, within the unincorporated San Bernardino County area that is a part of the Sphere of Influence of the City of Montclair; and

**WHEREAS**, the subject property is developed with a single-family residence and detached garage constructed in 1954 (per assessor's records); and

**WHEREAS**, the Owner desires to connect to and utilize the City's sanitary sewer system for the above-described property, said system otherwise being available only to properties within the City of Montclair corporate limits; and

**WHEREAS**, Owner desires to annex to the City of Montclair; and

**WHEREAS**, the City is willing to consent to the connection of said property to the sewer main only on the condition that the property be annexed to the City at the earliest possible time; and

**WHEREAS**, the City intends to pursue annexation of Owner's property plus other property, but said annexation will cause delay, which would create a substantial hardship for Owner of said property; and

**WHEREAS**, the agreements, conditions, and covenants contained herein are made for the direct benefit of the land subject to this Agreement and described herein and shall create an equitable servitude upon the land and operate as a covenant running with the land for the benefit of the Owner of the land and his heirs, successors, and assigns.

**NOW THEREFORE**, the parties do agree as follows:

1. Owner does hereby give irrevocable consent to annex to the City of Montclair at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications of consent prepared by the City, and submitting any evidence reasonably within the control of the Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of the Owner to institute any litigation of judicial proceeding whatsoever to force annexation to the City.

2. The City of Montclair does hereby agree to authorize the connection of said property, proposed to be developed on Owner's property, to the sewer main located in College Avenue. Said connection to the sewer main shall be permitted by the City at such time as all applicable permits have been obtained and associated fees have been paid.

3. Owner agrees to pay such annexation fees and costs, and other municipal charges as would ordinarily be charged in the annexation of property to the City. Said fees shall be payable when the same becomes due and payable. (In some circumstances, these fees may be borne by the City.)

4. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the sewer, and Owner agrees to be bound by all City ordinances, rules, and regulations with respect to the sewer system. Owner agrees to pay monthly sewer charges beginning on the date this agreement is approved by the City Council.

5. This agreement shall be recorded with the Office of the Recorder of the County of San Bernardino.

6. Owner shall install any and all future improvements upon said property to the City's standards, except that the County standard(s) shall apply when more restrictive than the City standard(s).

7. Owner shall execute this agreement on behalf of himself, his heirs, successors, and assigns, and said agreement shall be irrevocable without the prior written consent of both parties hereto.

8. The benefit to the subject property shall inure to the benefit of subsequent owners, their heirs, successors, and assigns; and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.

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

CITY:

**CITY OF MONTCLAIR, CALIFORNIA**

OWNER:

**JOSÉ J. CABRERA, a married man as his sole and separate property, and CRYSTAL JEAN CABRERA, a single woman, as joint tenants**

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

**ATTEST:**

\_\_\_\_\_  
José J. Cabrera

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

\_\_\_\_\_  
Crystal Jean Cabrera

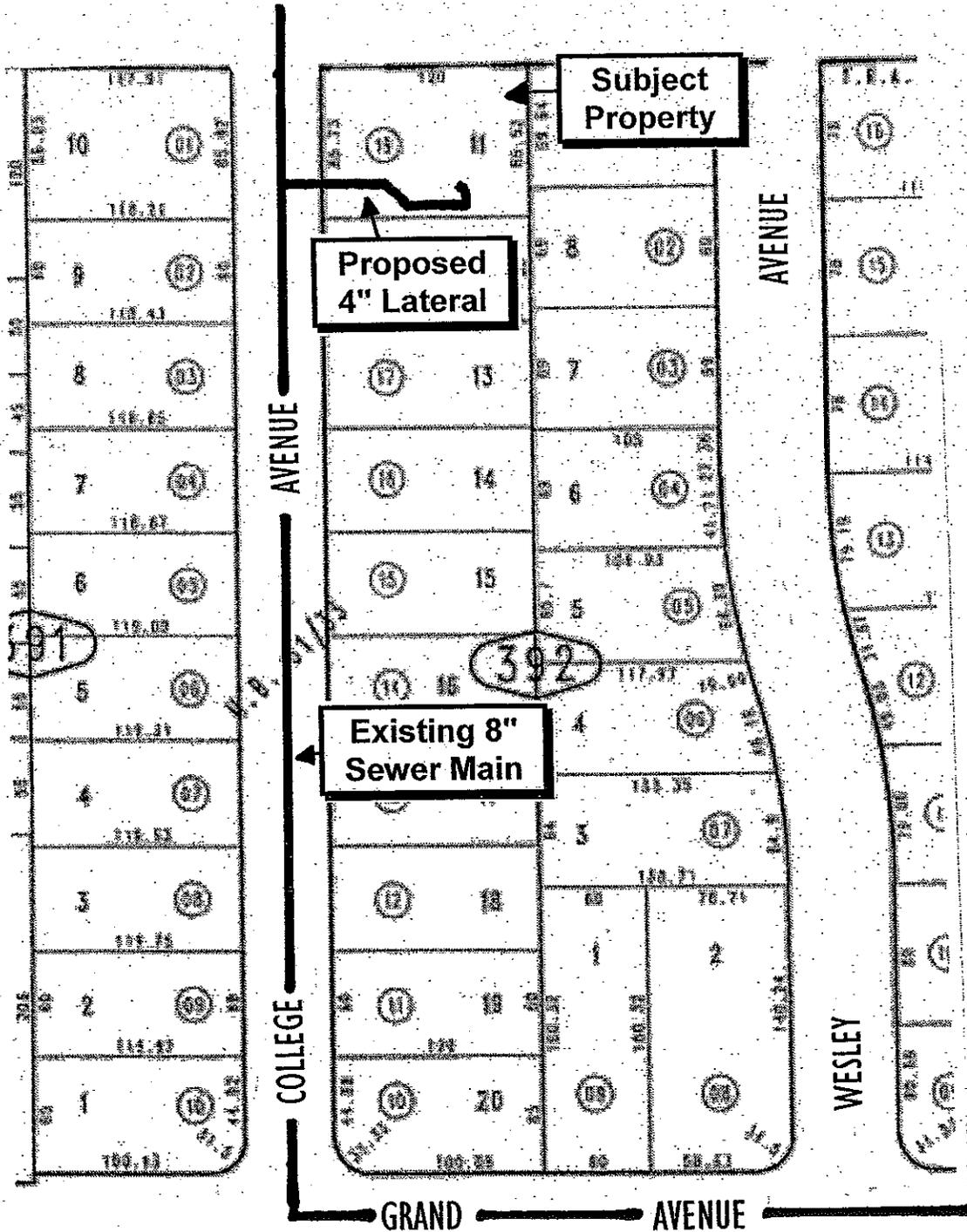
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**

**VICINITY MAP / UTILITY PLAN**  
**Annexation Agreement No. 13-31-I-88**  
**José J. Cabrera and Crystal Jean Cabrera,**  
**11207 College Avenue**



## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 13-32 WITH ACTION TARGET, INC., FOR FIREARMS SHOOTING RANGE REPAIRS	<b>DATE:</b> May 6, 2013
CONSIDER AUTHORIZATION OF A \$17,806 EXPENDITURE FROM THE CONTINGENCY ACCOUNT FOR SAID REPAIRS	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 4
	<b>FILE I.D.:</b> PDT725
	<b>DEPT.:</b> POLICE

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**REASON FOR CONSIDERATION:** It was discovered during recent inspections of the Police Department's firearms shooting range that ricocheting bullets have damaged the interior roof of the facility. The City Council is requested to consider approval of Agreement No. 13-32 with Action Target, Inc., for repairs to the firearms shooting range. A copy of proposed Agreement No. 13-32 is attached for the City Council's review and consideration.

**BACKGROUND:** The Police Department schedules monthly range training sessions for sworn personnel that are conducted in the firearms shooting range. In addition to regularly scheduled in-house range training, the City contracts with six outside agencies for use of the firearms shooting range. It is anticipated the range will be utilized seven to ten times per month through the remainder of the calendar year. This level of use increases the likelihood that the facility will sustain some degree of damage from errant rounds striking the walls and ceiling.

It is proposed that steel-plated panels designed to withstand standard and high-power rounds be installed in the bullet-trap area (range backstop) and on each side wall above the bullet trap to mitigate further damage to the firearms shooting range. Additionally, one-inch rubber panels would be installed along each side wall of the facility. The panels protect the ceiling, overhead fixtures, and walls from damage from errant bullets, which could compromise the integrity of the structure over time.

Several vendors were contacted to provide quotes for the repairs, but only Action Target, Inc., which initially outfitted the facility, submitted a quote.

**FISCAL IMPACT:** The City Council's approval of Agreement No. 13-32 with Action Target, Inc., would result in a \$17,806 expenditure from the Contingency Account.

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

1. Approve Agreement No. 13-32 with Action Target, Inc., for firearms shooting range repairs.
2. Authorize a \$17,806 expenditure from the Contingency Account for said repairs.

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Prepared by:

*Judy B.*  
*Sharon Hearn*

Reviewed and  
Approved by:

*K.O. Jones*  
*David E. Hunt*

Proofed by:

Presented by:

**CONSTRUCTION CONTRACT**

**MONTCLAIR POLICE DEPARTMENT FIREARMS RANGE FACILITY REPAIRS**

THIS CONTRACT is made and effective as of \_\_\_\_\_, 2013, between the City of Montclair, a municipal corporation ("City"), and Action Target, Inc. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Contract shall commence on \_\_\_\_\_, 2013, and shall remain and continue in effect for a period of \_\_\_\_\_, until tasks described herein are completed but in no event later than \_\_\_\_\_, 2013, unless sooner terminated pursuant to the provisions of this Contract.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Contractor monthly in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$ 17,806 for the total term of the Contract unless additional payment is approved as provided in this Contract.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Contract that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Police Chief. Contractor shall

be compensated for any additional services in the amounts and in the manner as agreed to by the Police Chief and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The Police Chief may approve additional work not to exceed ten percent (10%) of the amount of the Contract. Any additional work in excess of this amount shall be approved by the City Council.

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

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

#### 6. SUSPENSION OR TERMINATION OF CONTRACT WITHOUT CAUSE

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

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

#### 7. DEFAULT OF CONTRACTOR

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

(b) If the Police Chief or his designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Contract, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Contract, to terminate

this Contract without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Contract.

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

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

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

10. INSURANCE

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

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

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

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

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

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

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

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

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

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

#### 11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

(c) Contractor covenants that neither he/she nor any office or principal of their firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Contract, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract or contracts with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Contract.

16. NOTICES

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

To City:

Keith Jones  
Police Chief  
City of Montclair  
4870 Arrow Highway  
Montclair, CA 91763

To Contractor:

Action Target, Inc.  
P.O. Box 636  
Provo, UT 84603-0636

17. ASSIGNMENT

The Contractor shall not assign the performance of this Contract, nor any part thereof, nor any moneys due hereunder, without prior written consent of the City.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE CONTRACT

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

21. CONFIDENTIALITY

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

22. DISCRIMINATION

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

23. ATTORNEY FEES

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

24. AUTHORITY TO EXECUTE THIS CONTRACT

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

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

CITY:

CITY OF MONTCLAIR

CONTRACTOR:

ACTION TARGET, INC.

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

By \_\_\_\_\_,  
\_\_\_\_\_, its  
\_\_\_\_\_

By \_\_\_\_\_,  
\_\_\_\_\_, its  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Yvonne L. Smith  
Secretary

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 13-2985 AUTHORIZING INVESTMENT OF SURPLUS CITY OF MONTCLAIR FUNDS WITH THE LOCAL AGENCY INVESTMENT FUND	<b>DATE:</b> May 6, 2013 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> FIN355 <b>DEPT.:</b> ADMIN. SVCS.
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**REASON FOR CONSIDERATION:** The City Council is requested to consider adoption of Resolution No. 13-2985 authorizing designated City personnel to invest surplus funds with the Local Agency Investment Fund and specifying individuals authorized to accomplish this.

A copy of proposed Resolution No. 13-2985 is attached for the City Council's review and consideration.

**BACKGROUND:** The City of Montclair may, from time to time, have surplus funds that may be invested pursuant to the City's Statement of Investment Policy. Pursuant to that Policy, the Local Agency Investment Fund is identified as a permissible investment.

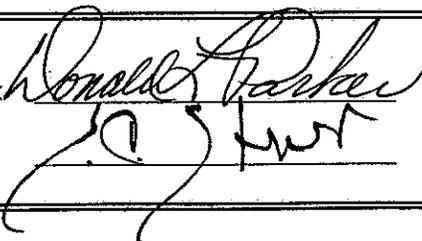
The Local Agency Investment Fund (LAIF) is a voluntary program created by state statute in 1977 as an investment alternative for California's local governments and special agencies. The program offers local agencies the opportunity to participate in a major portfolio that invests hundreds of millions of dollars using the investment expertise of the State of California's Treasurer's Office. The Local Investment Advisory Board provides oversight for LAIF, and all securities are purchased under the authority of Government Code Sections 16430 and 16480.4, which are permissible investments in accordance with the City of Montclair's Statement of Investment Policy.

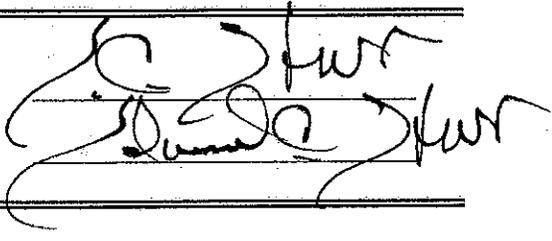
Since the City Council's adoption of Resolution No. 11-2925 on September 6, 2011, authorizing the City to invest in LAIF, designated City personnel have changed significantly. Proposed Resolution No. 13-2985 takes into consideration personnel changes and includes language that allows successors of certain identified positions to be authorized to invest in LAIF.

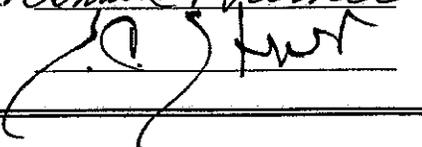
**FISCAL IMPACT:** Adoption of proposed Resolution No. 13-2985 would create no fiscal impact for the City of Montclair.

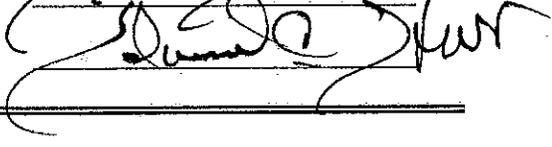
**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 13-2985 authorizing investment of surplus City of Montclair funds with the Local Agency Investment Fund.

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Prepared by: 

Reviewed and  
Approved by: 

Proofed by: 

Presented by: 

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**RESOLUTION NO. 13-2985**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MONTCLAIR AUTHORIZING  
INVESTMENT OF MONEYS IN THE LOCAL  
AGENCY INVESTMENT FUND**

**WHEREAS**, pursuant to Chapter 730 of the statutes of 1976, Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated herein is in the best interest of the City of Montclair.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby authorize the deposit and withdrawal of City of Montclair moneys in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein and verification by the State Treasurer's Office of all banking information provided in that regard.

**BE IT FURTHER RESOLVED** that the following City of Montclair officers or their successors in office shall be authorized to order the deposit or withdrawal of moneys in the Local Agency Investment Fund:

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Edward C. Starr  
City Manager/Treasurer

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Donald L. Parker, CPA  
Finance Director

**APPROVED AND ADOPTED** this XX day of XX, 2013.

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Mayor

**ATTEST:**

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Deputy City Clerk

I, Yvonne L. Smith, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2985 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

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

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Yvonne L. Smith  
Deputy City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
MONTCLAIR PERSONNEL COMMITTEE HELD ON  
MONDAY, APRIL 15, 2013, AT 8:09 P.M. IN THE  
CITY ADMINISTRATIVE OFFICES, 5111 BENITO  
STREET, MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Pro Tem Ruh called the meeting to order at 8:09 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of April 1, 2013**

Moved by City Manager Starr, seconded by Council Member Raft, and carried unanimously to approve the minutes of the regular Personnel Committee meeting of April 1, 2013.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

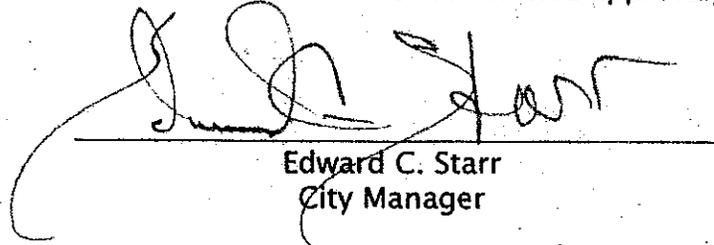
At 8:10 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:34 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Ruh stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 8:34 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager