

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

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

April 7, 2014

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/MHA meetings are now available in audio format on the City's website at [www.cityofmontclair.org](http://www.cityofmontclair.org) and can be accessed the day following the meeting after 10:00 a.m.*

Page No.

- I. CALL TO ORDER** - City Council, Successor Agency and Montclair Housing Corporation Boards of Directors, and Montclair Housing Authority Commissioners

**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 endorses any particular religious belief or form of invocation.*

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. Introduction of Promotees
- B. Proclamation Declaring April 2014 as "Child Abuse Prevention Month" in the City of Montclair
- C. Presentation of Certificate of Recognition to Ruth Bonillas

**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, Montclair Housing Corporation Board of Directors, and Montclair Housing Authority Commissioners. (Government Code Section 54954.3)*

*Under the provisions of the Brown Act, the Council/Successor Agency Board/MHC Board/MHA Commission 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 Adjourned Council Meeting of February 12, 2014 [CC]
2. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of March 17, 2014 [CC/SA/MHC/MHA]

**B. Administrative Reports**

1. Consider Authorization of a \$5,604.37 Appropriation From the Equipment Replacement Fund to Pay for Modifications to the Rear Compartment of the 2014 Type 1 Pumper Purchased from Kovatch Mobile Equipment Corp. [CC] 5
2. Consider Approval of Warrant Register and Payroll Documentation [CC] 10

**C. Agreements**

1. Consider Approval of Agreement No. 14-21, a Community Development Block Grant City-County Delegate Agency Agreement for Fiscal Years 2015-16, 2016-17, and 2017-18 [CC] 11
2. Consider Award of Contract to Hillcrest Contracting, Inc., in the Amount of \$389,920.20 [CC]

Consider Approval of Agreement No. 14-22 With Hillcrest Contracting, Inc., for Construction of the Monte Vista Avenue Widening Project [CC]

Consider Authorization of a \$40,000 Construction Contingency [CC] 12

3. Consider Declaring One 1987 Emergency One Stratosphere 55-Foot Teleboom Quint (Unit No. 44-87) as Surplus and Available for Auction [CC]

Consider Approval of Agreement No. 14-23 With The Auction Company for the Consignment and Sale of One 1987 Emergency One Stratosphere 55-Foot Teleboom Quint (Unit No. 44-87) for Nonemergency Services Use [CC] 19

**D. Resolutions**

1. Consider Adoption of Resolution No. 14-3025 Authorizing the Mayor to Sign a Three-Year Agreement With the County of San Bernardino Regarding Participation in the Community Development Block Grant Program for Fiscal Years 2015-16, 2016-17, and 2017-18 [CC] 26

- 2. Consider Montclair Housing Corporation Board of Directors' Adoption of Resolution No. 14-01 Approving the Transfer of the Montclair Housing Corporation Real Properties to the Montclair Housing Authority [MHC]

Consider Montclair Housing Authority Commissioners' Adoption of Resolution No. 14-01 Accepting the Montclair Housing Corporation Real Properties [MHA]

Consider Montclair Housing Corporation Board of Directors' Adoption of Resolution No. 14-02 Approving the Transfer of 9916 Central Avenue to the Successor Agency to the City of Montclair Redevelopment Agency [MHC]

Consider Successor Agency to the City of Montclair Redevelopment Agency Board of Directors' Adoption of Resolution No. 14-02 Accepting 9916 Central Avenue From the Montclair Housing Corporation [SA]

Consider Montclair Housing Authority Commissioners' Authorization of a \$324,383.95 Appropriation for Payment of Property Taxes to the San Bernardino County Tax Collector for Real Property [MHA]

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**IX. PULLED CONSENT CALENDAR ITEMS**

**X. RESPONSE** - None

**XI. COMMUNICATIONS**

A. City Attorney

- 1. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation

Kenneth Pollich v. Montclair

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/SA/MHC/MHA Board

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

- 1. Minutes of the Code Enforcement Committee Meeting of March 17, 2014
- 2. Minutes of the Personnel Committee Meeting of March 17, 2014

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

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

**XIII. CLOSED SESSION ANNOUNCEMENTS**

**XIV. ADJOURNMENT OF CITY COUNCIL**

*The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, April 21, 2014, 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, Montclair Housing Corporation Board, and Montclair Housing Authority Commission 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 April 3, 2014.*

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER AUTHORIZATION OF A \$5,604.37 APPROPRIATION FROM THE EQUIPMENT REPLACEMENT FUND TO PAY FOR MODIFICATIONS MADE TO THE REAR COMPARTMENT OF THE 2014 TYPE 1 PUMPER PURCHASED FROM KOVATCH MOBILE EQUIPMENT CORP.	<b>DATE:</b> April 7, 2014 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> GRT115/VEH450 <b>DEPT.:</b> FIRE
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**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing a \$5,604.37 appropriation from the Equipment Replacement Fund to pay for modifications made to the rear compartment of the 2014 Type 1 pumper purchased from Kovatch Mobile Equipment Corp.

**BACKGROUND:** On October 7, 2013, the City Council approved the purchase of a new 2014 stock Type 1 pumper from Kovatch Mobile Equipment Corp. (hereinafter "KME"). This purchase was made in compliance with the scope of work outlined in an equipment project included in the Fiscal Year 2012 Assistance to Firefighters Grant (hereinafter "AFG") Program as Grant No. EMW-2012-FV-0122.

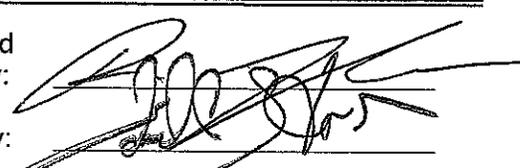
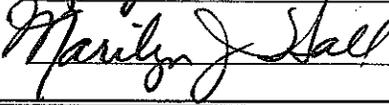
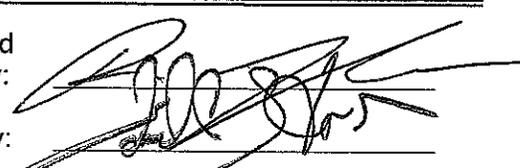
When the new unit arrived at the Fire Department, suppression personnel began the process of determining how equipment would best fit in the unit's compartments. Staff determined that the rear compartment would function more efficiently if it were modified to accommodate the rescue equipment assigned to this unit. After receiving guidance from the Finance Division on this item, Fire Department staff requested that KME make the modifications to the rear compartment.

**FISCAL IMPACT:** The cost to modify the rear compartment was \$9,044.37. This amount was reduced by a credit of \$3,440 that remained on file with KME from the contract purchase price of the unit. The credit was for two sections of suction hose, two hose troughs, and one strainer that were eliminated from the apparatus and reimbursement for the final inspection trip to the KME factory in Pennsylvania that Fire Department staff did not take because it was instead completed at KME's Ontario, California location.

The revised balance for the modifications is \$5,604.37. Should the City Council approve this item, \$5,604.37 would be transferred from the Equipment Replacement Fund to Emergency Services Capital Outlay Account No. 1001-4533-62020-400 to pay for the modifications to the rear compartment. In addition, should the City Council approve the sale of Unit No. 44-87 at auction, the revenue generated by the sale would be appropriated to the Equipment Replacement Fund to assist in offsetting this expense.

Should the City Council authorize a \$5,604.37 appropriation from the Equipment Replacement Fund to pay for the modifications made to the rear compartment, this

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

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amount would be added to the \$41,437 that the City has already expended towards the FY2012 AFG applicant share.

**RECOMMENDATION:** Staff recommends the City Council authorize a \$5,604.37 appropriation from the Equipment Replacement Fund to pay for modifications made to the rear compartment of the 2014 Type 1 pumper purchased from Kovatch Mobile Equipment Corp.



# KME FIRE APPARATUS

By Kovatch Mobile Equipment Corp.

One Industrial Complex  
 Nesquehoning, PA 18240  
 (570) 669-9461 [Phone]  
 (570) 669-5241 [Fax]  
[www.kovatch.com](http://www.kovatch.com) URL

## INVOICE

<b>To: Acct# 888</b> City of Montclair P.O. Box 2308 Montclair, CA 91763		<b>INVOICE Date: 03/17/14</b> <b>INVOICE# ca 526140</b>	
		MONTCLAIR FIRE DEPARTMENT KME PUMPER 2014 GSO# 9073 NEW DELIVERY	
<b>PURCHASE ORDER #</b>	<b>Job</b>	<b>Delivery Terms</b>	<b>Payment Terms</b>
	SC11160	FREE ON BOARD	NET 30 days
Qty	Description	Unit Price	Line Total
1	SC11160 Montclair GSO# 9073 82 hours of labor @ \$80.00 per hour LABOR - NON TAX	\$80.00	\$6,560.00
1	039769V399 Slide master 100% EXT 37.5" WX79"DEEP	\$1,750.00	\$1,750.00
1	12075A89 HINGE 2' OPEN 1' KNUCKLE ¼' PIN	\$109.65	\$109.65
2	043070V001 LATCH, ADJ.LEVER N/L RAISED TRIGGER SILVER	\$27.89	\$55.78
8	024904R002 T - CHANNEL	\$5.62	\$44.96
1	2101-L-RH-SS D-RING LATCH SINGLE POINT W/LO	\$44.22	\$44.22
2	ROD48-375R-S ROD,3/8"DIAM.X 48"	\$6.00	\$12.00
1	027666V BOLT, LATCH FLUSH TYPE STL - FINGER PULL	\$5.20	\$5.20
1	028164V002 DOOR CHECK, 8" POLISHED S/S	\$53.93	\$53.93
1	03429974 AUTO PREP	\$6.99	\$6.99
1	00231720 MULTI PURPOSE 10.1OZ RTV SEALANT	\$5.09	\$5.09
2	03346558 SOFTBACK SFN GRD 3M SAND PAPER	\$3.18	\$6.36
3	001150V001 SWITCH PROXIMITY FLAT PK NORMALLY CLOSED	\$11.57	\$34.71
3	001150V002 MAGNET PACKAGE, ¾" SENSING DISTANCE	\$3.78	\$11.34
30	017642V071 SCOTCHLITE, 6" YELLO DIAMOND GR.NO PREMST	\$2.58	\$77.40
30	017642V051 SCOTCHLITE, DIAMOND GRADE RED ROUGE 6"	\$2.58	\$77.40

	AS PER ESTIMATE PREPARED BY JAMES HOFFEY *Prep and install hose bed floor to new position. Fabricate and install hose bed dividers. Fabricate door on left side rear of truck. Fabricate rear pull out tray compartment doors. Install rear slide master to trucks. Wire all door sensor and lights. Prep and paint all raw metal surfaces. Install reflective tape.		
	<b>Sub Total</b>	<b>\$8,855.03</b>	
	<b>TAX</b>	<b>\$189.34</b>	
	<b>TOTAL</b>	<b>\$9,044.37</b>	
	3/11/14 CREDIT	-\$3,440.00	
	<b>TOTAL BALANCE DUE</b>	<b>\$5,604.37</b>	

Make all checks payable to KME Fire Apparatus

*Thank you for your business!*

**5400 East Jurupa Street**

**Ontario, CA 91761**

**909-937-3326 Phone**

**909-937-1762 Fax**

KME Fire Apparatus  
 California Branch  
 One Industrial Complex  
 Nesquehoning, PA 18240  
 (570) 669-9461

INVOICE NO ca 0-78  
 PAGE 1  
 DATE 03/11/14  
 SALESMAN  
 INVOICE TYPE: Credit Memo  
 Tax ID 1: 23-2367607  
 Currency: USD US Dollar

Tax ID 1:  
 888

City of Montclair  
 P.O. Box 2308  
 Montclair CA 91763  
 USA

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ORDER#	P.O. NUMBER	PKGS	PPD	WEIGHT	SHIP VIA	TERMS
G009073						
LINE/REL.	QTY. ORDERED	QTY. SHIPPED	QTY. BACK ORDERED	UNIT PRICE	EXTENDED PRICE	

CO#5 The two (2) sections of suction hose, two (2) hose troughs and one strainer will be deleted from the apparatus. The credit will be issued to KME West for the customer to apply to additional work related to the apparatus.

CO#6 Inspection trip reimbursement: Customer did not travel to the KME factory for the final inspection. Inspection will be completed at KME West. Customer will utilize credit for parts and/or service at KME West.

TAX BASIS SUMMARY

Tax Code: RS	Non-Tax:	Tax Rate	Tax Basis
		0.00000% -	3,440.00

A 1.5% finance charge will be added per month to all past due accounts. A 25% restocking fee will be charged on all return parts.

ORIGINAL INVOICE

SALES AMOUNT	-	3,440.00
MISC CHG		0.00
FREIGHT		0.00
SALES TAX		0.00
PREPAID		
TOTAL	-	3,440.00

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	<b>DATE:</b> April 7, 2014
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 2
	<b>FILE I.D.:</b> FIN540
	<b>DEPT.:</b> ADMIN. SVCS.

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

**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated April 7, 2014, and Payroll Documentation dated February 23, 2014, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated April 7, 2014, totals \$1,436,236.39. The Payroll Documentation dated February 23, 2014, totals \$540,867.67 gross, with \$379,781.68 net being the total cash disbursement.

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

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Prepared by:

*Gordon Smith*

Reviewed and Approved by:

*[Signature]*

Proofed by:

*Andrew Dillig*

Presented by:

*[Signature]*

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-21, A COMMUNITY DEVELOPMENT BLOCK GRANT CITY-COUNTY DELEGATE AGENCY AGREEMENT FOR FISCAL YEARS 2015-16, 2016-17, AND 2017-18	<b>DATE:</b> April 7, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> GRT050 <b>DEPT.:</b> COMMUNITY DEV.
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**REASON FOR CONSIDERATION:** Every three years, the City and County enter into a Cooperation Agreement for the Community Development Block Grant (CDBG) Program. The triennial Cooperation Agreement appears elsewhere on this Council agenda. This Delegate Agency Agreement is a subordinate agreement outlining the details of CDBG program administration.

A copy of proposed Agreement No. 14-21 is included in the agenda packets for the City Council's review and consideration.

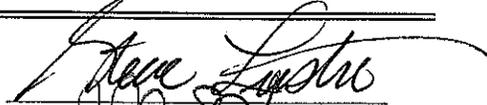
**BACKGROUND:** Federal CDBG regulations provide that cities with a population of 50,000 or greater may receive funding directly from the Department of Housing and Urban Development; conversely, cities with less than 50,000 population, such as Montclair, may cooperate with their respective counties to qualify for funds.

Montclair has participated in this program since 1974 with numerous street improvements, park and civic improvements, and neighborhood revitalization projects to remove blight and assist low- and moderate-income housing. During the next three years, it is anticipated Montclair's funding will amount to between \$280,000 and \$300,000 annually.

**FISCAL IMPACT:** Over the three-year term of this Agreement, the City would receive between \$850,000 and \$900,000.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-21, a Community Development Block Grant City-County Delegate Agency Agreement for Fiscal Years 2015-16, 2016-17, and 2017-18.

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

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## AGENDA REPORT

<p><b>SUBJECT:</b> CONSIDER AWARD OF CONTRACT TO HILLCREST CONTRACTING, INC., IN THE AMOUNT OF \$389,920.20</p> <p>CONSIDER APPROVAL OF AGREEMENT NO. 14-22 WITH HILLCREST CONTRACTING, INC., FOR CONSTRUCTION OF THE MONTE VISTA AVENUE WIDENING PROJECT</p> <p>CONSIDER AUTHORIZATION OF A \$40,000 CONSTRUCTION CONTINGENCY</p>	<p><b>DATE:</b> April 7, 2014</p> <p><b>SECTION:</b> AGREEMENTS</p> <p><b>ITEM NO.:</b> 2</p> <p><b>FILE I.D.:</b> STA650</p> <p><b>DEPT.:</b> PUBLIC WORKS</p>
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**REASON FOR CONSIDERATION:** Awards of contracts and agreements with the City require City Council approval.

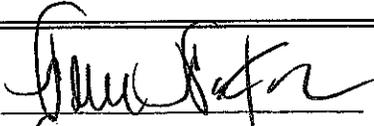
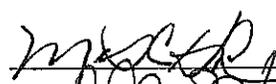
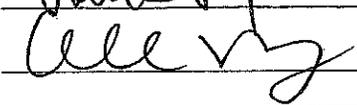
**BACKGROUND:** The City Council, at its meeting on November 4, 2013, authorized staff to advertise for bids for construction of the Monte Vista Avenue Widening Project.

The Monte Vista Avenue Widening Project is intended to widen the east side of Monte Vista Avenue from Howard Street to Mission Boulevard. The street currently has one northbound lane and two southbound lanes. When completed, Monte Vista Avenue will have two lanes of travel in each direction.

The improvements include new curb, gutter and sidewalk; new asphalt concrete pavement; fencing; and street lighting. Work also requires the relocation of several power poles, electrical meters, gas meters, and water meters.

On Thursday, March 13, 2014, the Deputy City Clerk received and opened seven bid proposals for construction of the Monte Vista Avenue Widening Project. The bid results are as follows:

<i>Bidder</i>	<i>Bid Amount</i>
Hillcrest Contracting, Inc.	\$389,920.20
<b><i>Engineer's Estimate</i></b>	<b><i>\$395,000.00</i></b>
Gentry Brothers, Inc.	\$399,407.00
Palp, Inc. dba Excel Paving	\$449,909.00
All American Asphalt	\$454,454.00
Roadway Engineering, Inc.	\$458,340.00
CLS Constructors, Inc.	\$493,255.75
National Construction & Maintenance	\$504,022.00

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

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

References were checked of Hillcrest Contracting, Inc. The contractor has performed several Public Works street improvement projects and is known to have the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications.

**FISCAL IMPACT:** The project is funded by Proposition 1B and Transportation Development Impact fees. The City Council previously appropriated \$475,000 for this project.

**RECOMMENDATION:** Staff recommends the City Council take the following actions related to the Monte Vista Avenue Widening Project:

1. Award a contract to Hillcrest Contracting, Inc., in the amount of \$389,920.20.
2. Approve Agreement No. 14-22 with Hillcrest Contracting, Inc., for construction of the project.
3. Authorize a \$40,000 construction contingency.

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

**A. Recitals.**

- (i) Pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice.
- (ii) CITY did accept the bid of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:

**MONTE VISTA AVENUE WIDENING PROJECT**

"PROJECT" hereinafter.

**B. Resolution.**

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

1. **GENERAL SCOPE OF WORK:** CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.
2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:** The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.
3. **TERMS OF CONTRACT:** The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

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

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

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

**"I am aware of the provisions of § 3700 of the Labor Code which require every employer to be insured against liability for 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."**

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

- (1) Public Liability – Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability – Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Contractor's Protective – Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (4) Contractor's Protective – Property Damage \$500,000 each accident; \$1,000,000 aggregate.
- (5) Automobile – Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (6) Automobile – Property Damage \$500,000 each accident.

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

- (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional

insureds in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;

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

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

- (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California;
- (2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
- (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
- (4) Contain a clause substantially in the following words:

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

- (5) Otherwise be in form satisfactory to CITY.

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

5. CONTRACTOR'S LIABILITY: The City of Montclair and its respective officers, agents, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof; or for any of the materials or other things used or employed in performing the project; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR, or his subcontractors or the public whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations,

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

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

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

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

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

8. CONTRACT PRICE AND PAYMENT: CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **March 13, 2014**.

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

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

CONTRACTOR:

CITY:

**HILLCREST CONTRACTING, INC.**  
1467 Circle City Drive  
Corona, CA 92879

**CITY OF MONTCLAIR, CALIFORNIA**

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

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

\_\_\_\_\_  
Title

**ATTEST:**

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Title

## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER DECLARING ONE 1987 EMERGENCY ONE STRATOSPHERE 55-FOOT TELEBOOM QUINT (UNIT NO. 44-87) AS SURPLUS AND AVAILABLE FOR AUCTION	<b>DATE:</b> April 7, 2014
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 3
CONSIDER APPROVAL OF AGREEMENT NO. 14-23 WITH THE AUCTION COMPANY FOR THE CONSIGNMENT AND SALE OF ONE 1987 EMERGENCY ONE STRATOSPHERE 55-FOOT TELEBOOM QUINT (UNIT NO. 44-87) FOR NONEMERGENCY SERVICES USE	<b>FILE I.D.:</b> GRT115/VEH 120 VEH200/VEH450
	<b>DEPT.:</b> FIRE

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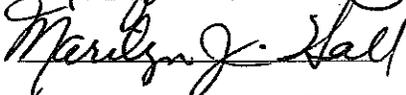
**REASON FOR CONSIDERATION:** The City Council is requested to consider declaring one 1987 Emergency One Stratosphere 55-foot Teleboom Quint (VIN 1F9DBAA81H1037847) (Unit No. 44-87) as surplus and available for auction and consider approval of Agreement No. 14-23 with The Auction Company for the consignment and sale of Unit No. 44-87 for nonemergency services use.

**BACKGROUND:** The Fire Department purchased Unit No. 44-87 from the San Diego Fire Equipment Company, Inc., in June 1987. The fire engine was placed into front-line service. In January 2000, the Fire Department purchased a new Renegade triple-combination pumper from KME Fire Apparatus, and Unit No. 44-87 was placed into reserve status. While in reserve status, Unit No. 44-87 was placed into front-line service countless times to provide relief for Medic Engine 151 or 152 while either of these engines was out-of-service for repairs or maintenance or assigned to a strike team.

Unit No. 44-87 served the Fire Department well and proved to be a valuable fire apparatus during its service life, but it is no longer useful for front-line service because of its age and constant need for repairs. Currently, the unit is being used as a pumper only and not as an aerial because the aerial ladder failed its ladder testing. According to National Fire Protection Association (NFPA) 1901, fire apparatus that are over 25 years old should be replaced. This unit's brake system is in constant need of service, the communications system is mostly original and in need of updating, and the engine does not have adequate compartment space to carry auto-extrication equipment.

Knowing that Unit No. 44-87 was in need of replacement, the Fire Department began looking for a funding source to purchase a new Type 1 fire engine. While apparatus purchases had been made from the City's Equipment Replacement Fund in previous years, the economic vitality of the City was dramatically changed with the onset of the Great Recession in 2008. The financial situation in Montclair at that time made it difficult to fund the replacement of Unit No. 44-87. In considering alternate funding sources, the Fire Department applied for the Fiscal Years 2010 and 2011 Assistance to Firefighters Grant (hereinafter "AFG") but was unsuccessful both times. The Fire Department again

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

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applied for the AFG in Fiscal Year 2012 and that time was successful in receiving federal funds toward the purchase of a new Type 1 fire engine to replace Unit No. 44-87.

The FY2012 AFG Agreement Articles state that the grantee shall perform the work described in the approved grant application as itemized in the Request Details Section of the application and further described in the grant application's narrative. The Request Details Section indicates that if the Fire Department was awarded the grant, it would permanently remove the substandard vehicle from service. The substandard vehicle the Fire Department plans on removing from service is the subject 1987 Emergency One Stratosphere 55-foot Teleboom Quint (VIN 1F9DBAA81H1037847).

The F2012 AFG Guidance and Application Kit, page 47, states the following:

*Applicants wanting to benefit from this consideration must certify that the unsafe vehicle will be permanently removed from emergency services if awarded a grant. "Permanently removed from emergency service" means the grantee cannot use the vehicle for emergency services, nor may the grantee sell or otherwise transfer title to any individual or organization that will use the unsafe vehicle for emergency services. The grantee may NOT sell an unsafe vehicle to another fire department under any circumstances. A grantee that certifies it will remove the unsafe vehicle from service but then sells the unsafe vehicle to another fire department, or otherwise does not remove the unsafe vehicle from service, is considered to be in default of the grant agreement. Acceptable uses of unsafe vehicles include farm or nursery use, scrap metal, salvage, construction, etc.*

Staff therefore recommends the City Council declare Unit No. 44-87 as surplus and available for auction. The Auction Company (hereinafter "TAC") is one of the largest construction equipment and vehicle auction houses in Southern California catering to local, national, and international buyers and through proposed Agreement No. 14-23, would assist the Fire Department in the sale of surplus Unit No. 44-87 for nonemergency services use. The proposed Agreement specifically states that surplus Unit No. 44-87 could never be used for emergency services again, could not be sold to another fire department, and that the Bill of Sale and all Department of Motor Vehicles paperwork must reference that surplus Unit No. 44-87 cannot be used for Code 3 emergency services. Proposed Agreement No. 14-23 requires that the City deem TAC as an additional insured on the City's insurance policies and that the City pay TAC a commission based on the gross proceeds from the sale of surplus Unit No. 44-87. Should the City Council approve proposed Agreement No. 14-23, Unit No. 44-87 would be moved from the City Yard to the auction site located at 1450 Pennsylvania Avenue, Colton, California, ten days prior to the auction date, which will occur on or about June 28, 2014.

The Deputy City Clerk assigned Agreement No. 14-23 to the proposed Agreement for control purposes. The City Attorney has reviewed the proposed agreement and suggested two modifications. The Auction Company has made the requested modifications.

**FISCAL IMPACT:** The City Council's declaring Unit No. 44-87 as surplus and available for auction would result in no fiscal impact. Should the City Council approve Agreement No. 14-23 with The Auction Company for the consignment and sale of Unit No. 44-87 for nonemergency services use, the revenue generated by this sale would be deposited into the Equipment Replacement Fund.

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

1. Declare one 1987 Emergency One Stratosphere 55-foot Teleboom Quint (Unit No. 44-87) as surplus and available for auction.
2. Approve Agreement No.14-23 with The Auction Company for the consignment and sale of one 1987 Emergency One Stratosphere 55-foot Teleboom Quint (Unit No. 44-87) for nonemergency services use.

# THE AUCTION COMPANY, A CALIFORNIA CORPORATION

4461 Wade Ave. Perris, CA 92571 Phone (951) 657-5300 Fax (951) 657-5244

## AUCTION AGREEMENT

(page 1 of 3 pages)

The Auction Company, a California Corporation, now and hereafter referred to as "TAC," and the undersigned ("Consignor") agree as follows:

1. **AGENCY.** Consignor hereby appoints TAC as Consignor's agent to conduct a Public Auction of the personal property ("Property") described in paragraph 7 below and/or on the attached "Schedule A" bearing the same Agreement number as listed below. TAC shall be an independent contractor. The consignor authorizes and confers upon TAC the power to bind the Consignor by memorandum of contract to sell and deliver the property upon payment of the highest bid price and upon such terms as TAC deems reasonable. Consignor further authorizes and confers upon TAC the power to take all actions on Consignor's behalf necessary to complete the auction, including but not limited to publication and recordation of a "Notice of Intent to Sell at Public Auction Sale" in compliance with the Bulk Sales Law, giving any other notice or filing any documents that may be required by law, accepting cash or checks on behalf of consignor in payment for Property sold, signing on behalf of Consignor as the registered and/or legal owner of any motor vehicle sold to effect a transfer, and satisfying obligations owing to secured parties who hold or assert a lien on any property sold at auction.

2. **SECURITY INTEREST.** Consignor hereby gives TAC a security interest in the Property and Equipment now owned and hereafter acquired by Consignor (including insurance) and in the sales proceeds, in order to secure any and all advances which may be made to or on behalf of the Consignor by TAC, and to secure any and all other obligations that Consignor may owe TAC arising out of or in connection with this Agreement, the property, and/or any other agreement, transaction, or Property involving Consignor and TAC. TAC shall have all the rights of a secured creditor under the Uniform Commercial Code, and Consignor agrees to execute a financing statement enabling TAC to perfect the security interest as a first lien on the Property at TAC's discretion.

3. **REPRESENTATIONS AND INDEMNITY BY CONSIGNOR.** Consignor represents and warrants that title to the Property is, and will be at the time of the auction, free and clear of any and all liens, security interest encumbrances, rights and claims except as otherwise disclosed in writing by Consignor to TAC within (5) days after Consignor's execution of this Agreement and other than those of TAC pursuant to this Agreement.

Consignor represents and warrants that all property subject to this Agreement is covered by insurance against normally insurable risks, and such insurance will be maintained until delivery of the subject assets to a purchaser. TAC shall be deemed an additional insured under Consignor's insurance policies. Consignor further represents and warrants that Consignor has used no other business name(s) and address(es) other than the name(s) and address(es) specified in this Agreement.

Consignor hereby indemnifies, defends and holds TAC harmless from and against any and all losses, costs, expenses, demands, claims, causes of action, and liabilities including, without limitation, reasonable attorney fees (collectively, "losses and liabilities") related directly or indirectly to, arising out of, or in connection with this Agreement and/or the Property, including without limitation any dispute with respect to the ownership and/or right to possession of the Property and/or the sales proceeds, whether or not TAC becomes involved in an action for interpleader or other legal proceeding. Without limiting the generality of the foregoing indemnity, Consignor agrees that said indemnity shall cover any and all losses and liabilities arising out of or in connection with death or injury to person or damage to Property caused, wholly or in part, by defects in or the condition of the Property including without limitation product's liability.

#### 4. GENERAL PROVISIONS.

(a) Both parties waive all claims for damage to the Property of each party resulting from the negligence of the other party where such damages would normally be covered by fire, extended coverage, or other insurances. This waiver does not apply to willful acts of either party.

(b) TAC is authorized to satisfy or take assignment of the interest of secured parties, but nothing herein shall obligate TAC to acquire the interest of a secured party, unless TAC elects to do so in its sole and absolute discretion.

(c) Consignor agrees and warrants to TAC that Consignor shall be fully responsible for any and all sums owed to secured parties for equipment sold. In the event that the net proceeds from the sale of equipment are not sufficient to fully pay any such sums owing secured parties, Consignor shall immediately pay the deficit to TAC. Net proceeds are defined as gross sales less commission and expenses.

(d) Within (20) banking days after the Auction date and after receipt of the signed Confirmation of Consignment, TAC shall present a full accounting of the sales proceeds and expenses. With such accounting, TAC shall present Consignor with a check for moneys due from such auction unless delayed by legal proceedings or inability of TAC, through no fault of its own, to transfer title or to comply with the Uniform Commercial Code or other laws. TAC reserves the right to eliminate from settlement any Property for which TAC has not received all necessary motor vehicle documents or property for which payment has not been made and Consignor agrees to accept responsibility for reclaiming same wherever located.

(page 1 of 3 pages-Auction Agreement Number 168-143-WJ-BV)

(e) Should TAC deem it necessary to retain legal counsel for any matter related to the auction, TAC shall be entitled to reimbursement for such expense if said expense was incurred as a result of Consignor's misrepresentation or negligence. In the event any dispute arises out of this Agreement, the prevailing party shall be entitled to reasonable attorney fees from the other party.

(f) None of the property may be sold before the auction without the written consent of both parties, in which case the sales proceeds shall be treated as part of the gross proceeds for the auction. All of the Property should be at the auction site ten (10) days prior to auction date, and in the event of a failure of Consignor to deliver said property, or if consignor shall breach this contract, consignor agrees to pay the advertising and other costs as provided below and said commission based on market value of said property. Furthermore, commencing seven (7) days prior to the auction date, consignor shall be charged \$100 per day until all equipment is delivered. No exceptions unless approved by TAC prior to the 7-day deadline. TAC may, at its sole discretion, change the time and place of the auction, provided the date is later than the date set forth on page 2 of this Agreement, upon terms acceptable to TAC. Once the property is delivered to the auction site, TAC shall be responsible for any damage occurring to the Property and shall reimburse Consignor for any losses arising from such damage. In addition, TAC shall indemnify, defend and hold Consignor harmless from any losses, costs, demands, claims, and liabilities arising out of the storage, movement, or relocation of the Property once it is delivered to the auction site.

(g) Due to EPA regulations, TAC is restricted from selling the following items: paints, oils, greases, solvents, detergents, fertilizers, refrigeration or air conditioning units, used tires, batteries, and fuel tanks.

(h) Unloading and/or loading equipment at the auction site is the Consignor's responsibility. Small equipment and miscellaneous items must be placed on the ground at the site.

5. TIME AND PLACE. The auction shall occur on or about June 28, 2014  
at 1450 Pennsylvania Ave.  
City of Colton County of San Bernardino, State of California.

6. COMMISSIONS AND EXPENSES.

(a) Consignor agrees to pay TAC a commission of ten percent (10%) of the gross sales proceeds from the property that sells for more than \$1,000 per lot. Consignor shall pay TAC a commission of twenty percent (20%) of the gross sales proceeds from the property that sells in lots of \$1,000 or less. A minimum of \$300.00 will be charged.

(b) Consignor shall reimburse TAC for the cost of lien and/or title searches.

(c) Consignor shall reimburse TAC no less than \$25 for any item of property which involves ownership and/or registration documents issued and/or controlled by the Department of Motor Vehicles or similar agency of any state, and for which such documents, in TAC's opinion, are required in order to effect transfer of title, regardless of whether or not such items are ultimately sold at a TAC auction. This normally includes, but not limited to, motor vehicles, trailers and towable items. If consignor provides complete documentation to TAC seventy-two (72) hours prior to auction day, only \$25 will be reimbursed. If complete documentation is provided to TAC twenty-four (24) hours prior to auction day, \$35 will be reimbursed. If consignor provides complete documentation auction day or after, or if consignor's paperwork is not complete and TAC is required to provide additional labor to complete paperwork, a minimum of \$50 will be reimbursed (complete paper work consists of: California title or Out of State title in sellers name, w/Vin Verification for Out of State title, up to date registration or DMV planned non-op, all documents showing no liens or encumbrances, valid smog certificate obtained less than 30 days prior to auction, a signed DMV vehicle reassignment form 262). All fees and other charges required by any agency in order to effect clear and marketable title to these items shall remain the responsibility of the Consignor. TAC may, at its sole discretion, unilaterally withdraw such items from the auction at any time prior to being sold if, in TAC's opinion, consignor has failed to provide TAC with all documents and paperwork deemed necessary by TAC to provide clear and marketable title.

**\*\* (WAIVED) \*\*** (d) Consignor shall pay a pro rata share of the actual expenses, security and yard rental (not to exceed \$300) based on the net sales of the auction.

(e) Consignor shall pay the sum of \$ N/A or actual expenses incurred by TAC for the purpose of making necessary preparations promoting and conducting the auction.

(f) Consignor shall be responsible for painting, cleaning and repairing all equipment to a standard acceptable to TAC. In the event the consignor authorizes TAC to organize and advance costs for him, Consignor agrees to reimburse TAC for all authorized costs such as cleaning, painting, sandblasting or general equipment repairs plus Ten Percent (10%) of the total costs incurred on his behalf.

(g) If, at any time after delivery to the auction site and prior to being sold, the batteries, tires, fuel, water, oil, or any other vital element is determined by TAC to be not in sufficient condition or quantity for the item to start and operate, Consignor authorizes TAC, at TAC's sole discretion, to replace, repair, or add to any of the foregoing as TAC deems applicable, and Consignor agrees to reimburse TAC for the cost involved.

(h) If any Property arrives without a key, TAC is authorized to purchase a key or to contract with a locksmith to have keys made, as TAC deems necessary, and Consignor agrees to reimburse TAC for any such cost.

(i) Consignor authorizes TAC to subcontract any of the foregoing and/or any other agreed service(s), and Consignor authorizes TAC to reimburse itself for any authorized expense, as set forth above or otherwise, from Consignor's proceeds. In the event that the proceeds are not sufficient for any reason to reimburse TAC, or if there are no proceeds, Consignor shall immediately pay the deficit to TAC.

(j) In the event TAC satisfies or takes assignment of the interest of secured parties, all amounts paid to secured parties in satisfaction of the secured interests or for an assignment of interest to TAC shall be deemed advances by TAC, which advances, plus interest at the prime rate as of the date of this contract or Ten Percent (10%) per annum, whichever is greater, shall be deducted by TAC out of the sales proceeds of Consignor after deducting payment of commission and expenses.

7. PROPERTY. The property subject to this Agreement is located at Montclair City Yard (10835 Monte Vista Avenue)  
City of Montclair State of California

The property is described in a general manner as follows here and/or on the attached "Schedule A" bearing the same agreement number as listed below:  See property listing on Schedule "A"

8. Consignor hereby agrees to sell the property to the highest bidder, with no minimum, reserve, or buy-back.

9. TAC may use Consignor's name(s) for the purpose of advertising and promoting the auction. Consignor has used the following name(s) and address(es) during the last three years (List only if different from below).

10. This Agreement constitutes the entire agreement of both parties with respect to the subject matter hereof and there are no representations, warranties, conditions, inducements, promises, or agreements, oral or otherwise, which have been made by any party to any other party in order to induce the execution hereof. By affixing his/her signature on this Agreement, Consignor acknowledges that he/she has read, understands, and agrees to all of the terms and conditions of this Agreement.

The terms on page 1 hereof are part of this Agreement and should be read carefully.

Auction Agreement No. 168-143-WJ-BV  
The Auction Company, a California Corporation

By \_\_\_\_\_ Date \_\_\_\_\_

Check to indicate attachments to this agreement:

Schedule A  Addendum  Consign Info Sheet

Other (explain)

Consignor City of Montclair

Individual  Corporation  DBA  Partnership  Municipality

Fed ID or SSN 95-6005731

Address 5111 Benito Street

City Montclair State CA Zip 91763

Phone 909-626-8571 Date 4/7/2014

By \_\_\_\_\_

Print Name Paul M. Eaton



## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 14-3025 AUTHORIZING THE MAYOR TO SIGN A THREE-YEAR AGREEMENT WITH THE COUNTY OF SAN BERNARDINO REGARDING PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEARS 2015-16, 2016-17, AND 2017-18	<b>DATE:</b> April 7, 2014 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> GRT050 <b>DEPT.:</b> COMMUNITY DEV.
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**REASON FOR CONSIDERATION:** Every three years, the County of San Bernardino is required by the Department of Housing and Urban Development to enter into new Cooperation Agreements with participating cities for the administration of Community Development Block Grant (CDBG) funds.

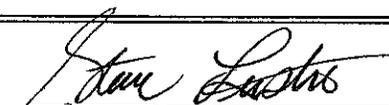
**BACKGROUND:** Montclair is not a direct recipient of CDBG funding from the federal government because our population is less than 50,000. We are, however, able to participate in the CDBG program by joining as a Cooperative City with the County of San Bernardino. Federal guidelines permit "Urban Counties," such as San Bernardino County, to enter into Cooperation Agreements for this purpose. Cities receive the majority of these program funds to carry out eligible projects within the local jurisdiction. The City of Montclair and the County of San Bernardino have operated under this arrangement for 40 years.

**FISCAL IMPACT:** The City is estimated to receive between \$850,000 and \$900,000 over the term of this three-year agreement.

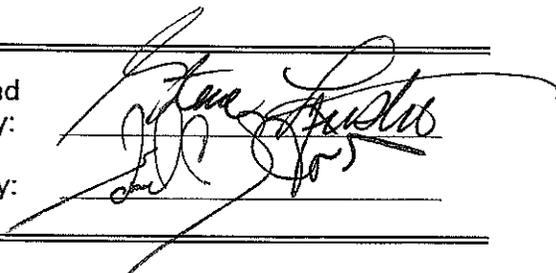
**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 14-3025 authorizing the Mayor to sign a three-year Cooperation Agreement with the County of San Bernardino regarding participation in the Community Development Block Grant program for Fiscal Years 2015-16, 2016-17, and 2017-18.

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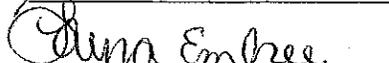
Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:

**RESOLUTION NO. 14-3025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING THE MAYOR TO SIGN A THREE-YEAR COOPERATION AGREEMENT WITH THE COUNTY OF SAN BERNARDINO FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FEDERAL FISCAL YEARS 2015-16, 2016-17, AND 2017-18**

**WHEREAS**, the City Council of the City of Montclair (referred to as "City") has been notified by the County of San Bernardino (referred to as "County") of its eligibility to participate in the County's Three-Year Community Development Block Grant Cooperating Cities Program; and

**WHEREAS**, the County has been designated as "Urban County" by the United States Department of Housing and Urban Development (HUD) as that term is defined in Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383); and accordingly, the County has developed a community development plan and program, which is set forth in the County's application for federal assistance under the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the County desires to use the area and the population of the City in the base that HUD uses to determine the level of funding to the County's housing and community development program; and

**WHEREAS**, the City is willing and desires that its incorporated area and population be included in the base used by HUD to determine funding levels to the County for the execution of the County's Community Development Block Grant Program and, accordingly, to cooperate with the County in the execution of the County's community development plan and program within corporate boundaries of the City during Federal Fiscal Years 2015-16, 2016-17, and 2017-18.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair does hereby authorize the Mayor to sign a Three-Year Cooperation Agreement and any attachments for Community Development Block Grant Funds for Federal Fiscal Years 2015-16, 2016-17, and 2017-18 and submit said Agreement to the County of San Bernardino Department of Community Development and Housing.

**APPROVED AND ADOPTED** this XX day of XX, 2014.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3025 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, 2014, 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



FOR COUNTY USE ONLY

County of San Bernardino

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number	
<input type="checkbox"/> Change	ePro Vendor Number		ePro Contract Number				
<input type="checkbox"/> Cancel	County Department Economic Development Agency		Dept. ECD	Orgn. ECD	Contractor's License No.		
County Department Contract Representative Dena Fuentes, Director		Telephone (909) 387-4411		Total Contract Amount			
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:		Contract Type					
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date July 1, 2015	Contract End Date June 30, 2018	Original Amount N/A	Amendment Amount N/A		
Fund SBA	Dept. ECD	Organization ECD	Appr. 200	Obj/Rev Source 2005	GRC/PROJ/JOB No.	Amount \$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Project Name 2015-16, 2016-17, 2017-18 City-County Cooperation Agreement			Estimated Payment Total by Fiscal Year				
			FY	Amount	I/D	FY	Amount

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

Name  
City of Montclair  
Address  
P.O. Box 2308  
Montclair, CA 91763  
Telephone  
(909) 626 - 8571

hereinafter called "CITY"

Nature of Contract:

The attached Cooperation Agreement is required by the U.S. Department of Housing and Urban Development (HUD) in order to include the City of Montclair as a participant in the County's Community Development Block Grant (CDBG), HOME Investment Partnership, Emergency Solutions Grant (ESG) and other HUD grant(s) programs. It allows the City's population statistics to be included by HUD to calculate the County's grant(s) amount for each year starting in fiscal year 2015-2016 to 2017-18 and will automatically renew every three years thereafter unless revoked by either party, for so long as the County is designated as an Urban County.

The attached Contract consists of eight pages and two exhibits.

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
 County Counsel Date _____	 Date _____	 Department Head Date _____

Auditor-Controller/Treasurer Tax Collector Use Only

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

**COOPERATION AGREEMENT FOR**

**HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT AND PLANNING GRANTS  
FOR FISCAL YEARS 2015-16, 2016-17, 2017-18 AND SUBSEQUENT AUTOMATIC RENEWALS,  
UNLESS TERMINATED**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the County of San Bernardino, of the State of California, hereinafter referred to as "COUNTY", and the City of Montclair, a City within COUNTY, hereinafter referred to as "CITY".

WHEREAS, U.S. Department of Housing and Urban Development, hereinafter called HUD, provides Community Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) #14.218, HOME Investment Partnership, CFDA #14.239, and Emergency Solutions Grants, CFDA #14.231, funds and other grants directly to qualified Metropolitan Cities, and Urban Counties via their Community Planning and Development (CPD) Division; and

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter referred to as ACT, provides that Community Development Block Grant, hereinafter referred to as "CDBG", funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, Title II of this Act created the HOME Investment Partnership Program, hereinafter called "HOME", that provides funds to states and local governments for the purpose of increasing the number of affordable housing opportunities for low- and moderate income families; and

WHEREAS, the Congress of the United States provides funding for the Emergency Solutions Grant Program, hereinafter called "ESG", for the purpose of assisting individuals and families in quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness; and

WHEREAS, this Cooperation Agreement covers CDBG, HOME, ESG and other HUD entitlement grants; and

WHEREAS, COUNTY is a qualified Urban County and hereinafter COUNTY PROGRAM will refer to the COUNTY's CDBG, HOME, ESG and other HUD grants program as well as to the legislation and regulations that created and funded these programs; and

WHEREAS, HUD requires Metropolitan Cities and Urban Counties to re-qualify every three (3) years in order to receive an allocation of various grant funds from HUD; and

WHEREAS, CITY and COUNTY both desire for CITY to continue to be a part of COUNTY PROGRAM so both entities can benefit from increased efficiencies though economies of scale created by having the City's funding allocation of these grants be added and be a part of the COUNTY PROGRAM for 2015-16, 2016-17, 2017-18 and every three (3) years thereafter; and

WHEREAS CITY and COUNTY agree that COUNTY shall be solely responsible for administering, managing and directing COUNTY PROGRAM including but not limited to the preparation of the Consolidated Plan that is required to be submitted to HUD in order for COUNTY to have access to COUNTY PROGRAM funds and as such COUNTY has final authority for selecting activities that will be funded with COUNTY PROGRAM funds and;

WHEREAS, the execution of this Cooperation Agreement, hereinafter referred to as AGREEMENT, is necessary in order to meet the desires of both CITY and COUNTY of having CITY be a part of COUNTY PROGRAM.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. GENERAL

This AGREEMENT gives COUNTY authority to undertake or assist in undertaking activities starting on July 1, 2015 for Fiscal Years 2015-2016, 2016-17, 2017-18, which will be funded from COUNTY PROGRAM funds, which will include CITY's funding allocations, and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking community renewal and affordable housing activities. This AGREEMENT shall automatically renew for a new three (3) year-period every time COUNTY re-qualifies as an Urban County, (which is every three (3) years), until such time as the City Council for the City of Montclair or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of the preceding three-year term. This AGREEMENT covers all COUNTY PROGRAM funds and other associated grants administered by HUD through its CPD Division or its successor.

By executing this AGREEMENT, CITY understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the term of this AGREEMENT, and CITY may not participate in a HOME consortium other than COUNTY HOME program regardless of whether COUNTY receives a HOME formula allocation.

The purpose of the Delegate Agency Agreement, which accompanies this AGREEMENT (Exhibit 1), and subsequent ATTACHMENTS, is to enable CITY to implement projects and or programs funded with CDBG funds as described in SECTION 14.

2. TERM

The term of this AGREEMENT shall be for fiscal years 2015-16, 2016-17, 2017-18 and shall commence as of July 1, 2015. This AGREEMENT will subsequently automatically renew when COUNTY re-qualifies as an Urban County for the next three (3) year period and therefore a new three (3) year term of this AGREEMENT will begin at that time. The first of these automatic three (3) year term renewals will occur at the beginning of fiscal year 2018-2019 (July 1, 2018) and every three (3) years thereafter unless an earlier date of termination is fixed by HUD pursuant to COUNTY PROGRAM or until such time as the City Council for the City of Montclair or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of a 3-year term. This AGREEMENT shall remain in effect until all COUNTY PROGRAM grant funds covered under the terms of this AGREEMENT, and any program income generated from the expenditure of such funds, are expended, and the funded activities are completed. This AGREEMENT may not be terminated or withdrawn by the parties for any circumstance or reason during the term of this AGREEMENT.

In order for the automatic renewal provisions of this AGREEMENT to be approved, HUD mandates that this AGREEMENT includes a stipulation that requires CITY and COUNTY to adopt any amendment(s) necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice and that such failure to comply will void the automatic renewal for such qualification period.

In addition, as part of the Urban County re-qualification process the COUNTY goes through every three (3) years, COUNTY will notify CITY, via a letter, that CITY has the ability to terminate this AGREEMENT and not be included as part of the submission by COUNTY to HUD for re-qualifying as an Urban County for the

subsequent three (3) year qualification period. CITY agrees to send a timely response letter to COUNTY stating its intentions to either continue to be a part the COUNTY PROGRAM or to elect to terminate this AGREEMENT and not be a part of the COUNTY's upcoming submission to HUD to re-qualify as an Urban County for the subsequent three (3) year period.

The COUNTY will submit to HUD the letter notifying CITY of its ability to terminate this AGREEMENT as well as the CITY's response letter. COUNTY will also submit to HUD a written legal opinion provided by COUNTY Counsel stating that the terms and provisions continue to be authorized under state and local law and that the AGREEMENT continues to provide full legal authority for COUNTY.

This automatic renewal procedure will remain the same even if the CITY is recognized by HUD as a Metropolitan City and therefore could receive CDBG funds directly from HUD.

The CITY will provide either CITY Council minutes approving the CITY being a part of the COUNTY Urban County program and to the automatic renewal procedure.

3. PREPARATION OF APPLICATION

COUNTY, by and through its Economic Development Agency (EDA), subject to approval of the COUNTY Board of Supervisors, shall be responsible for preparing and submitting to HUD all necessary applications for the COUNTY PROGRAM entitlement grants. This duty shall include the preparation and processing of COUNTY Housing, Community and Economic Development Needs Identification Report, Citizen Participation Plans, the County Consolidated Plan, and other related items associated with COUNTY PROGRAM grants which satisfy its associated application requirements and regulations. All documents will include information provided by CITY.

4. COMPLIANCE WITH FINAL PROGRAMS AND PLANS

COUNTY and CITY shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of COUNTY PROGRAM and their regulations and approved by HUD.

5. COMPLIANCE WITH LEGISLATION AND REGULATIONS

COUNTY and CITY shall comply with all applicable requirements of COUNTY PROGRAM and associated regulations, in utilizing grant funds under legislation that created and govern these grants, and shall take all actions necessary to assure compliance with COUNTY certifications required by Section 104(b) of Title I of ACT, as amended regarding the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of Title I of ACT which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Fair Housing Act, and affirmatively furthering fair housing and other applicable federal laws. CITY agrees that CDBG and HOME funding for activities in or in support of CITY are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or impedes COUNTY actions to comply with its fair housing certification. CITY may be required to demonstrate how it complies with the fair housing requirement. To ensure compliance with applicable regulations, CITY agrees to adhere to the Delegate Agency Agreement which is Exhibit 1 of this AGREEMENT and the accompanying Attachments.

In order for COUNTY to avoid the risk of losing CDBG funds as a result of CITY not spending CITY CDBG funds in a timely manner as required by the ACT, COUNTY and CITY both agree that COUNTY has the authority to transfer CITY CDBG funds to any CDBG-eligible project/program at COUNTY's sole discretion if CITY is not spending its CDBG funds in a timely manner. Prior to transferring CITY CDBG funds, COUNTY will notify CITY in writing that CITY is at risk of not meeting this timeliness requirement and therefore COUNTY will transfer CITY CDBG funds if timeliness is not met. As referred to in SECTION 10

DISPOSITION OF FUNDS, CITY and COUNTY both agree that CITY CDBG funds will be spent, to the greatest extent feasible in a manner CITY desires but COUNTY shall have the final and sole decision as to how CITY CDBG funds are spent.

Furthermore, CITY hereby covenants by and for itself, its successors and assigns, and all persons claiming under or through it that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of any project funded by HOME or CDBG funds, nor shall CITY itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in any project funded as a result of this AGREEMENT.

The CITY shall refrain from restricting the rental, sale or lease of any project funded as a result of this Agreement on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person.

6. CONFLICT OF INTEREST

CITY shall comply with all applicable federal and state laws, regulations and policies governing conflict of interest, including State conflict of interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., Federal conflict of interest regulations found in 24 CFR 570.611, 85.36, and 84.42, and any other applicable policies, rules and regulations related to conflict of interest.

Any person who is an employee, agent, consultant, officer, elected or appointed official of the CITY, who exercises any functions or responsibilities with respect to COUNTY PROGRAM funded activities identified in this AGREEMENT and who is in a position to participate in a decision-making process or gain inside information with regard to activities identified in this AGREEMENT, may not obtain a financial interest or benefit from the COUNTY PROGRAM assisted activities identified in this AGREEMENT or any related agreement, subcontract, or contract, either for themselves, an immediate family member or business partner, during his/her tenure. CITY shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

7. POLICIES

CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

8. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this AGREEMENT, resulting from the negligent acts, errors or omissions of the CITY, its authorized officers, employees, agents or volunteers, including, but not limited to, such liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this AGREEMENT were improperly expended.

COUNTY agrees to indemnify, defend and hold harmless CITY, its officers, agents, volunteers, and employees, from any and all claims, actual losses, damages and or liability that may result from the

negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents, or volunteers.

9. SELF-INSURANCE

The CITY and the COUNTY are authorized self-insured public entities for purposes of general liability, automobile liability, professional liability and workers' compensation. CITY and COUNTY warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against any liabilities arising out of their performance regarding the terms and conditions of this AGREEMENT.

10. DISPOSITION OF FUNDS

Unless prohibited by Federal Regulations, COUNTY and CITY agree that, to the greatest extent feasible, CDBG funds will be allocated by COUNTY to CITY out of the funds received pursuant to ACT, according to its proportional demographics, for activities and/or projects prioritized by CITY to alleviate its identified community development needs eligible under ACT. COUNTY, through its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under ACT and other related grants and for selecting the projects for which such funds shall be used. Both parties agree that COUNTY has the authorization to redistribute such funds when said projects are not implemented in a timely manner as described in SECTION 5, COMPLIANCE WITH LEGISLATION AND REGULATIONS.

HOME funds will be allocated by COUNTY to Developer(s) based on a competitive Notice of Funding Available process to address affordable housing needs by funding activities that are eligible under HOME regulations and COUNTY, by its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under the HOME program as well as the other COUNTY PROGRAM funds and for selecting the projects for which such funds shall be used.

COUNTY shall be compensated for administering COUNTY PROGRAM and other related grants by utilizing allowable planning and administrative fee(s) and a project implementation fee.

11. DISPOSITION OF PROGRAM INCOME

CITY shall inform COUNTY regarding any income generated by the expenditure of COUNTY PROGRAM funds received by CITY. All said income, even if it is received after this AGREEMENT has expired, shall promptly be paid to COUNTY. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income; CITY is required to keep appropriate records and provide reports to COUNTY regarding program income. In the event of COUNTY PROGRAM funds close-out or change in status of CITY under COUNTY PROGRAM funds, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income. Any income generated from the disposition or transfer of real property subsequent to any such close-out or change of status shall promptly be paid to COUNTY.

12. DISPOSITION OF REAL PROPERTY

This section sets forth the standards which shall apply to real property acquired or improved in whole or in part using CDBG and HOME funds that are allocated to (within the control of) CITY. Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, CITY shall notify COUNTY and obtain authorization for said modification or change. CITY shall reimburse COUNTY with non-CDBG and non-HOME funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME

funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use, which does not qualify under CDBG and HOME regulations.

13. EFFECTIVE DATES

This AGREEMENT shall be effective initially for all purposes for the period beginning July 1, 2015 and ending June 30, 2018. Thereafter, commencing July 1, 2018, this AGREEMENT will automatically renew for three-year periods every three (3) years, when the COUNTY re-qualifies as an Urban County, until such time as the CITY or COUNTY elects to terminate the AGREEMENT at the conclusion of the preceding term. This AGREEMENT will be executed by COUNTY and CITY, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

14. OTHER AGREEMENTS

Pursuant to federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in federal regulations at 24 CFR 570.503 and other related regulations. COUNTY and CITY as part of this AGREEMENT are also entering into a Delegate Agency Agreement (which is Exhibit 1 of this AGREEMENT) and accompanying ATTACHMENTS, for the purpose of having CITY implement CDBG-funded projects and or programs. COUNTY and CITY both agree it would be more effective and efficient if CITY implements projects and or programs funded with CITY CDBG funds. The purpose and intent of the Delegate Agency Agreement is to create a mechanism whereby COUNTY delegates its authority, under its Urban County agreement with HUD to CITY, thereby enabling CITY to implement projects and programs funded with CITY CDBG funds while the COUNTY ensures all associated rules and regulations are followed. Prior to disbursing any CDBG funds to CITY, COUNTY, shall execute and adhere to the Delegate Agency Agreement and related documents with CITY. Said agreement shall remain in effect during any period that CITY has control over CDBG funds, including program income.

The Delegate Agency Agreement provides a detailed account of the policies and procedures on how a project is officially assigned by COUNTY to the CITY for implementation and the steps that need to be completed by both CITY and COUNTY (above and beyond the approval of this AGREEMENT) prior to any obligation or expenditure of funds whereby the CITY will seek reimbursement from COUNTY. Any obligation and or expenditure made by CITY without the expressed written approval by COUNTY may result in CITY not being able to utilize CDBG funds.

15. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This AGREEMENT may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government

pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

#### Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

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Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

COUNTY OF SAN BERNARDINO

CITY OF MONTCLAIR

► \_\_\_\_\_  
Janice Rutherford, Chair, Board of Supervisors

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

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

Name: Paul M. Eaton  
(Print or type name of person signing contract)

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

Title: Mayor  
(Print or Type)

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

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

By \_\_\_\_\_  
Deputy

Address P.O. Box 2308, Montclair, CA 91763

Approved as to Legal Form ► _____ County Counsel Date _____	Reviewed by Contract Compliance ► _____ Date _____	Presented to BOS for Signature ► _____ Department Head Date _____
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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' ADOPTION OF RESOLUTION NO. 14-01 APPROVING THE TRANSFER OF THE MONTCLAIR HOUSING CORPORATION REAL PROPERTIES TO THE MONTCLAIR HOUSING AUTHORITY	<b>DATE:</b> April 7, 2014
	<b>SECTION:</b> RESOLUTIONS
	<b>ITEM NO.:</b> 2
	<b>FILE I.D.:</b> MHCT00/MHA100/SAG070
CONSIDER MONTCLAIR HOUSING AUTHORITY COMMISSIONERS' ADOPTION OF RESOLUTION NO. 14-01 ACCEPTING THE MONTCLAIR HOUSING CORPORATION REAL PROPERTIES	<b>DEPT.:</b> MHC/MHA/SA
CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' ADOPTION OF RESOLUTION NO. 14-02 APPROVING THE TRANSFER OF 9916 CENTRAL AVENUE TO THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY	
CONSIDER SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY BOARD OF DIRECTORS' ADOPTION OF RESOLUTION NO. 14-02 ACCEPTING 9916 CENTRAL AVENUE FROM THE MONTCLAIR HOUSING CORPORATION	
CONSIDER MONTCLAIR HOUSING AUTHORITY COMMISSIONERS' AUTHORIZATION OF A \$324,383.95 APPROPRIATION FOR PAYMENT OF PROPERTY TAXES TO THE SAN BERNARDINO COUNTY TAX COLLECTOR FOR REAL PROPERTY	

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**REASON FOR CONSIDERATION:** The Montclair Housing Corporation (MHC) Board of Directors is requested to consider adoption of Resolution Nos. 14-01 and 14-02 respectively approving the transfer of 32 MHC-owned residential properties to the Montclair Housing Authority (MHA) and one property, 9916 Central Avenue, to the Successor Agency to the City of Montclair Redevelopment Agency (Successor Agency). The MHA Commissioners are requested to consider adoption of Resolution No. 14-01 accepting the 32 MHC real properties, and the Successor Agency Board of Directors is requested to consider adoption of Resolution No. 14-02 accepting one MHC property. Lastly, the MHA Commissioners are requested to consider authorizing a \$324,383.95 appropriation for payment of property taxes to the San Bernardino County Tax Collector for real property.

**BACKGROUND:** Prior to the dissolution of community redevelopment agencies in June 2011, the former Montclair Redevelopment Agency, on the recommendation of Agency Special Counsel, transferred its real property assets to MHC. At that time,

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Prepared by: <u>Christine P. Caldwell</u>	Reviewed and Approved by:	<u>[Signature]</u>
Proofed by: <u>[Signature]</u>	Presented by:	<u>[Signature]</u>

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the transfers seemed the most logical course of action to keep the affordable rental properties from being handed over to the State as many thought would occur. However, the Department of Finance (DOF) and the State Controller have both declared that the properties were improperly transferred to MHC pursuant to Health and Safety Code Section 34167.5 and must be returned to the Successor Agency for disposition, despite the fact that the units are deed-restricted for occupancy by low- and moderate-income families. DOF requested the housing units to be placed on the Long-Range Property Management Plan for disposition. However, the Oversight Board recommended the transfer of the units to the successor housing entity for the former City of Montclair Redevelopment Agency. MHA is the successor housing entity. After a lengthy time period, DOF finally agreed to the disposition of the properties to MHA.

Affordability covenants were not recorded on the 9916 Central Avenue property. The property was purchased by the Montclair Redevelopment Agency in January 1997 with Low-to Moderate-Income Housing Fund moneys. The property was included in the transfer of the former City of Montclair Redevelopment Agency properties to MHC in 2011. However, the former Montclair Redevelopment Agency repaid its Low- to Moderate- Income Housing Fund obligation for purchase of the property; therefore, affordability covenants were not recorded on the property. The property is currently being used by the City's Human Services Department to carry out certain City of Montclair programs that include the *Por La Vida*, Montclair Community Collaborative, and other counseling programs benefiting Ontario-Montclair School District families. The property should be transferred from MHC to the Successor Agency.

The MHC-owned properties proposed to be transferred to MHA include 32 single-family and multifamily properties. The properties were all purchased with Low- to Moderate-Income Housing Fund moneys by the former Montclair Redevelopment Agency for the purpose of increasing, improving, and preserving the City of Montclair's supply of low- and moderate-income housing available at an affordable cost. At the time of the transfer of the properties from the former Redevelopment Agency to MHC, 55-year affordability covenants were recorded. The properties proposed to be transferred to MHA included the following:

1. 4275 Kingsley Street
2. 10313 Amherst Avenue
3. 10323 Amherst Avenue
4. 10330 Amherst Avenue
5. 10333 Amherst Avenue
6. 10380 Amherst Avenue
7. 10383 Amherst Avenue
8. 10390 Amherst Avenue
9. 10410 Amherst Avenue
10. 4791 Canoga Street
11. 4811 Canoga Street
12. 4820 Canoga Street
13. 10333 Pradera Avenue
14. 10380 Pradera Avenue
15. 10390 Pradera Avenue
16. 9448 Carrillo Avenue
17. 9644 Central Avenue
18. 9741 Central Avenue

17. 9644 Central Avenue
18. 9741 Central Avenue
19. 9751 Central Avenue
20. 9761 Central Avenue
21. 9815 Central Avenue
22. 9945 Central Avenue
23. 9963 Central Avenue
24. 10079 Central Avenue
25. 10087 Central Avenue
26. 10215 Central Avenue
27. 10235 Central Avenue
28. 9010 Fremont Avenue
29. 5290 Orchard Street
30. 10291 Greenwood Avenue
31. 5225 Palo Verde Street
32. 5444 Palo Verde Street

Transfer of the properties from the Agency to MHC triggered the County Assessor's reassessment of the value of the properties. The County Assessor's Office determined MHC was a public-benefit corporation subject to property tax assessments. Although the Internal Revenue Service and both DOF and the State Controller have determined that MHC is an arm of the City of Montclair (thereby possessing tax-exempt status), the County Assessor does not. Staff has argued this fact with the County Assessor's Office for over a year; and at this point, the most prudent step would be to pay the current and outstanding property tax bills because penalties and interest will continue to accrue.

The combined amount of property taxes due to the County Assessor for two years is \$324,383.95. This amount includes the moneys due for the 18 single-family homes and 15 apartment buildings (80 units). Once transferred to MHA, the properties would no longer be subject to property tax assessments because there would be no legal question that MHA has tax-exempt status. Staff will continue to attempt to recover these moneys paid to the County because the situation resulted from the redevelopment dissolution process.

Successor Agency Counsel is developing a housing agreement between MHA and MHC for MHC's continued management of the properties. The proposed agreement will come before the MHA Commissioners and MHC Board of Directors at a later date; however, staff felt the urgency to transfer the properties prior to completion of the housing agreement so the properties could be exempt from further property taxes.

**FISCAL IMPACT:** There is no fiscal impact associated with the transfer of MHC properties to MHA. However, the MHA Commissioners are asked to consider authorizing a \$324,383.95 appropriation to pay the outstanding and current property taxes on the 33 properties owned, including 9916 Central Avenue, by MHC since the properties' transfer from the former Redevelopment Agency.

**RECOMMENDATION:** Staff recommends the following actions be taken:

1. Montclair Housing Corporation Board of Directors' adoption of Resolution No. 14-01 approving the transfer of the Montclair Housing Corporation real properties to the Montclair Housing Authority.

2. Montclair Housing Authority Commissioners' adoption of Resolution No. 14-01 accepting the Montclair Housing Corporation real properties.
3. Montclair Housing Corporation Board of Directors' adoption of Resolution No. 14-02 approving the transfer of 9916 Central Avenue to the Successor Agency to the City of Montclair Redevelopment Agency.
4. Successor Agency to the City of Montclair Redevelopment Agency Board of Directors' adoption of Resolution No. 14-02 accepting 9916 Central Avenue from the Montclair Housing Corporation.
5. Montclair Housing Authority Commissioners' authorization of a \$324,383.95 appropriation for payment of property taxes to the San Bernardino County Tax Collector for real property.

**RESOLUTION NO. 14-01**

**A RESOLUTION OF THE MONTCLAIR HOUSING CORPORATION APPROVING THE TRANSFER OF THE MONTCLAIR HOUSING CORPORATION PROPERTIES TO THE MONTCLAIR HOUSING AUTHORITY AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH**

**WHEREAS**, the former City of Montclair Redevelopment Agency (the "Agency") transferred its real property assets set forth in Exhibit "A" (attached hereto and incorporated herein) (the "Properties") to the Montclair Housing Corporation on April 4, 2011; and

**WHEREAS**, the Montclair Housing Corporation ("MHC") acquired the Properties for the purpose of increasing, improving, and preserving the City of Montclair's supply of low and moderate income housing available at an affordable cost; and

**WHEREAS**, MHC and the Agency entered into an Affordable Housing Agreement (the "Agreement") in a form executed by MHC and the Agency; and

**WHEREAS**, 55-year Affordability Covenants were recorded on the Properties at the time of the recordation of the Agreement and the grant deeds; and

**WHEREAS**, the Agreement generally provided as follows: (i) that a total of seventeen (17) single-family housing units will be made available and rented to moderate-income households at an affordable rent; (ii) that a total of thirty-nine (39) multifamily housing units will be made available and rented to moderate-income households at an affordable rent; and (iii) that a total of forty (40) multifamily housing units will be made available and rented to very low-income households at an affordable rent; and

**WHEREAS**, MHC operated each as either a single-family or multifamily housing development (collectively, the "Project"); and

**WHEREAS**, the Department of Finance ("DOF") and State Controller have declared that the Properties were improperly transferred to MHC pursuant to Health and Safety Code Section 34167.5 and must be returned to the Successor Agency for disposition; and

**WHEREAS**, DOF requested the Properties be placed on the Long-Range Property Management Plan for disposition; and

**WHEREAS**, the Oversight Board recommended the transfer of the units to the successor housing entity for the former City of Montclair Redevelopment Agency; and

**WHEREAS**, the Montclair Housing Authority ("MHA") has been designated the successor housing entity for the former City of Montclair Redevelopment Agency; and

**WHEREAS**, DOF has agreed to the disposition of the Properties to MHA; and

**WHEREAS**, MHC has duly considered all terms and conditions of the proposed disposition and believes that it is in the best interest of the City of Montclair; the

health, safety, and welfare of its residents; and in accord with the public purposes and provisions of applicable state and local laws and requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the Montclair Housing Corporation Board of Directors does here find and determine as follows:

**Section 1:** The Montclair Housing Corporation, per the declaration of the Department of Finance and State Controller, must return the Properties to the Successor Agency for disposition despite the fact that the Properties are deed-restricted for occupancy by low and moderate families.

**Section 2:** The Department of Finance has agreed to the disposition of the properties from the Montclair Housing Corporation to the Montclair Housing Authority, the successor housing entity of the former City of Montclair Redevelopment Agency.

**Section 3:** The Montclair Housing Corporation hereby finds and determines that the transfer of the Properties to the Montclair Housing Authority will ensure the continued preservation and availability of low- and moderate-income housing available at an affordable cost.

**Section 4:** The Montclair Housing Corporation agrees to the transfer of the Properties to the Montclair Housing Authority. The Executive Director of the Montclair Housing Corporation, or his designee, is authorized to record the grant deeds and further actions that are necessary or appropriate to transfer the Properties to the Montclair Housing Authority.

**Section 5:** The Montclair Housing Corporation Secretary shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this XX day of XX, 2014.

**ATTEST:**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

I, Yvonne L. Smith, Secretary of the Montclair Housing Corporation, DO HEREBY CERTIFY that Resolution No. 14-01 was duly adopted by the Montclair Housing Corporation Board of Directors at a regular meeting thereof held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

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

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

**EXHIBIT "A"**

<i>Single-Family Properties</i>
9448 Carrillo Avenue
9644 Central Avenue
9741 Central Avenue
9751 Central Avenue
9761 Central Avenue
9815 Central Avenue
9945 Central Avenue
9963 Central Avenue
10079 Central Avenue
10087 Central Avenue
10215 Central Avenue
10235 Central Avenue
9010 Fremont Avenue
5290 Orchard Street
10291 Greenwood Avenue
5225 Palo Verde Street
5444 Palo Verde Street

<i>Multifamily Properties</i>
4275 Kingsley Street
10313 Amherst Avenue
10323 Amherst Avenue
10330 Amherst Avenue
10333 Amherst Avenue
10380 Amherst Avenue
10383 Amherst Avenue
10390 Amherst Avenue
10410 Amherst Avenue
4791 Canoga Street
4811 and 4820 Canoga Street
10333 Pradera Avenue
10380 Pradera Avenue
10390 Pradera Avenue

**RESOLUTION NO. 14-01**

**A RESOLUTION OF THE MONTCLAIR HOUSING AUTHORITY  
ACCEPTING THE TRANSFER OF THE MONTCLAIR HOUSING  
CORPORATION PROPERTIES FROM THE MONTCLAIR HOUSING  
CORPORATION AND MAKING CERTAIN FINDINGS IN  
CONNECTION THEREWITH**

**WHEREAS**, the former City of Montclair Redevelopment Agency (the "Agency") transferred its real property assets set forth in Exhibit "A" (attached hereto and incorporated herein) (the "Properties") to the Montclair Housing Corporation on April 4, 2011; and

**WHEREAS**, Montclair Housing Corporation ("MHC") acquired the Properties for the purpose of increasing, improving, and preserving the City of Montclair's supply of low and moderate income housing available at an affordable cost; and

**WHEREAS**, MHC and the Agency entered into an Affordable Housing Agreement (the "Agreement") in a form executed by MHC and the Agency; and

**WHEREAS**, 55-year Affordability Covenants were recorded on the Properties at the time of the recordation of the Agreement and the grant deeds; and

**WHEREAS**, the Agreement generally provided as follows: (i) that a total of seventeen (17) single-family housing units will be made available and rented to moderate income households at an affordable rent; (ii) that a total of thirty-nine (39) multifamily housing units will be made available and rented to moderate-income households at an affordable rent; and (iii) that a total of forty (40) multifamily housing units will be made available and rented to very low income households at an affordable rent; and

**WHEREAS**, MHC operated each as either a single-family or multifamily housing development (collectively, the "Project"); and

**WHEREAS**, the Department of Finance ("DOF") and State Controller have declared that the Properties were improperly transferred to MHC pursuant to Health and Safety Code Section 34167.5 and must be returned to the Successor Agency for disposition; and

**WHEREAS**, DOF requested the Properties be placed on the Long-Range Property Management Plan for disposition; and

**WHEREAS**, the Oversight Board recommended the transfer of the units to the successor housing entity for the former City of Montclair Redevelopment Agency; and

**WHEREAS**, the Montclair Housing Authority ("MHA") has been designated the successor housing entity for the former City of Montclair Redevelopment Agency; and

**WHEREAS**, DOF has agreed to the disposition of the Properties to MHA; and

**WHEREAS**, MHA has duly considered all terms and conditions of the proposed disposition and believes that it is in the best interest of the City of Montclair; the

health, safety, and welfare of its residents; and in accord with the public purposes and provisions of applicable state and local laws and requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the Montclair Housing Authority Board of Directors does here find and determine as follows:

**Section 1:** The Montclair Housing Corporation, per the declaration of the Department of Finance and State Controller, must return the Properties to the Successor Agency for disposition despite the fact that the Properties are deed-restricted for occupancy by low and moderate families.

**Section 2:** The Department of Finance has agreed to the disposition of the properties from the Montclair Housing Corporation to the Montclair Housing Authority, the successor housing entity of the former City of Montclair Redevelopment Agency.

**Section 3:** The Montclair Housing Authority hereby finds and determines that the transfer of the Properties to the Montclair Housing Authority will ensure the continued preservation and availability of low and moderate income housing available at an affordable cost.

**Section 4:** The Montclair Housing Authority agrees to accept the transfer of the Properties from the Montclair Housing Corporation. The Executive Director of the Montclair Housing Authority, or his designee, is authorized to record the grant deeds and further actions which are necessary or appropriate to transfer the Properties to the Montclair Housing Authority.

**Section 5:** The Montclair Housing Authority Secretary shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this XX day of XX, 2014.

\_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Secretary

I, Yvonne L. Smith, Secretary of the Montclair Housing Authority, DO HEREBY CERTIFY that Resolution No. 14-01 was duly adopted by the Montclair Housing Authority Board of Directors at a regular meeting thereof held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

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

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

EXHIBIT "A"

<i>Single-Family Properties</i>
9448 Carrillo Avenue
9644 Central Avenue
9741 Central Avenue
9751 Central Avenue
9761 Central Avenue
9815 Central Avenue
9945 Central Avenue
9963 Central Avenue
10079 Central Avenue
10087 Central Avenue
10215 Central Avenue
10235 Central Avenue
9010 Fremont Avenue
5290 Orchard Street
10291 Greenwood Avenue
5225 Palo Verde Street
5444 Palo Verde Street

<i>Multifamily Properties</i>
4275 Kingsley Street
10313 Amherst Avenue
10323 Amherst Avenue
10330 Amherst Avenue
10333 Amherst Avenue
10380 Amherst Avenue
10383 Amherst Avenue
10390 Amherst Avenue
10410 Amherst Avenue
4791 Canoga Street
4811 and 4820 Canoga Street
10333 Pradera Avenue
10380 Pradera Avenue
10390 Pradera Avenue

RESOLUTION NO. 14-02

**A RESOLUTION OF THE MONTCLAIR HOUSING CORPORATION APPROVING THE TRANSFER OF THE PROPERTY LOCATED AT 9916 CENTRAL AVENUE TO THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH**

**WHEREAS**, the former City of Montclair Redevelopment Agency (the "Agency") transferred its real property asset, 9916 Central Avenue ("Property"), to the Montclair Housing Corporation ("MHC") on April 4, 2011; and

**WHEREAS**, the Property was purchased by the former City of Montclair Redevelopment Agency with Low- to Moderate-Income Housing Fund moneys on January 7, 1997; and

**WHEREAS**, the former City of Montclair Redevelopment Agency repaid its Low- to Moderate-Income Housing Fund obligation for purchase of the property; and

**WHEREAS**, the Property is being used for carrying out City Programs administered by the Human Services Division including the *Por La Vida* and counseling programs benefiting Ontario-Montclair School District families; and

**WHEREAS**, the Department of Finance ("DOF") and State Controller have declared that the Property was improperly transferred to MHC pursuant to Health and Safety Code Section 34167.5 and must be returned to the Successor Agency for disposition; and

**WHEREAS**, the Property was included in the Long-Range Property Management Plan for disposition; and

**WHEREAS**, MHC has duly considered all terms and conditions of the proposed disposition and believes that it is in the best interest of the City of Montclair; the health, safety, and welfare of its residents; and in accord with the public purposes and provisions of applicable state and local laws and requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the Montclair Housing Corporation Board of Directors does hereby find and determine as follows:

**Section 1.** The Montclair Housing Corporation hereby approves the transfer of the 9916 Central Avenue property to the Successor Agency to the City of Montclair Redevelopment Agency.

**Section 2.** The Montclair Housing Corporation hereby finds and determines that the transfer of the Property to the Successor Agency to the City of Montclair Redevelopment Agency will ensure the continued use of the property by for City of Montclair Programs benefitting the Ontario Montclair School District families.

**Section 3.** The Montclair Housing Corporation agrees to the transfer of the Property to the Successor Agency to the City of Montclair Redevelopment Agency. The Executive Director of the Corporation, or his designee, is authorized to record the

grant deed and further actions which are necessary or appropriate to transfer the Property to the Successor Agency to the City of Montclair Redevelopment Agency.

**Section 4.** The Corporation Secretary shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this XX day of XX, 2014.

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Chairman

**ATTEST:**

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Secretary

I, Yvonne L. Smith, Secretary of the Montclair Housing Corporation, DO HEREBY CERTIFY that Resolution No. 14-02 was duly adopted by the Montclair Housing Corporation Board of Directors at a regular meeting thereof held on the XX day of XX, 2014, 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  
Secretary

**RESOLUTION NO. 14-02**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY ACCEPTING THE TRANSFER OF THE PROPERTY LOCATED AT 9916 CENTRAL AVENUE FROM THE MONTCLAIR HOUSING CORPORATION AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH**

**WHEREAS**, the former City of Montclair Redevelopment Agency (the "Agency") transferred its real property asset, 9916 Central Avenue ("Property"), to the Montclair Housing Corporation ("MHC") on April 4, 2011; and

**WHEREAS**, the Property was purchased by the former City of Montclair Redevelopment Agency with Low- to Moderate-Income Housing Fund moneys on January 7, 1997; and

**WHEREAS**, the former City of Montclair Redevelopment Agency repaid its Low-to Moderate -Income Housing Fund obligation for purchase of the property; and

**WHEREAS**, the Property is being used for carrying out City of Montclair Programs administered by the Human Services Division including the *Por La Vida* and counseling programs benefiting Ontario-Montclair School District families; and

**WHEREAS**, the Department of Finance ("DOF") and State Controller have declared that the Property was improperly transferred to MHC pursuant to Health and Safety Code Section 34167.5 and must be returned to the Successor Agency for disposition; and

**WHEREAS**, the Property was included in the Long-Range Property Management Plan for disposition; and

**WHEREAS**, MHC has duly considered all terms and conditions of the proposed disposition and believes that it is in the best interest of the City of Montclair; the health, safety, and welfare of its residents; and in accord with the public purposes and provisions of applicable state and local laws and requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Successor Agency to the City of Montclair Redevelopment Agency does hereby find and determine as follows:

**SECTION 1.** The Successor Agency to the City of Montclair Redevelopment Agency hereby accepts the transfer of the 9916 Central Avenue property from the Montclair Housing Corporation.

**SECTION 2.** The Successor Agency to the City of Montclair Redevelopment Agency hereby finds and determines that acceptance of the Property from the Montclair Housing Corporation will ensure the continued use of the property by for City of Montclair Programs benefitting the Ontario Montclair School District families.

**SECTION 3.** The Successor Agency to the City of Montclair Redevelopment Agency agrees to the transfer of the Property from the Montclair Housing Corporation. The Executive Director of the Corporation, or his designee, is authorized to record the

grant deed and further actions which are necessary or appropriate to transfer the Property to the Successor Agency to the City of Montclair Redevelopment Agency.

**SECTION 4.** The Agency Successor Secretary shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this XX day of XX, 2014.

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Chairman

**ATTEST:**

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Secretary

I, Yvonne L. Smith, Secretary of the Successor Agency to the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No. 14-02 was duly adopted by the Successor Agency Board of Directors at a regular meeting thereof held on the XX day of XX, 2014, 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  
Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR  
CODE ENFORCEMENT COMMITTEE HELD ON  
MONDAY, MARCH 17, 2014, AT 6:00 P.M. IN THE  
CITY HALL CONFERENCE ROOM, 5111 BENITO  
STREET, MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

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

**II. ROLL CALL**

Present: Council Member Paulitz, Council Member Dutrey, City Manager Starr; Director of Community Development Lustro, Director, Office of Public Safety/Police Chief deMoet, Deputy City Manager/Director, Office of Economic Development Staats, City Attorney Robbins

**III. APPROVAL OF MINUTES**

**A. Minutes of Code Enforcement Committee Meeting of January 21, 2014**

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of January 21, 2014.

**IV. PUBLIC COMMENT**

None.

**V. OLD BUSINESS**

1. Shopping Cart Containment Ordinance. A draft of the proposed shopping cart containment and management ordinance was provided to the Committee for review and future comment. Discussion followed regarding slight language changes to clarify what property is considered open to the public for retrieval of shopping carts and the also the possibility of eliminating the security guard requirement.
2. Pushcart vending. Community Development Director Lustro stated that there is no news to report.

## VI. NEW BUSINESS

1. Council Member Paulitz commented he received a call from an Upland resident asking what changes Montclair was making regarding watering guidelines. Community Development Director Lustro stated that he recently participated in a meeting with the Monte Vista Water District on ways of providing information to residents for assistance in assessing water bill; MVWD will be having a workshop at an upcoming Council meeting regarding the new water rates.

Council Member Paulitz asked if we could partner with MVWD to get them to install irrigation systems on private property. Deputy City Manager/Director, Office of Economic Development Staats will follow-up on what funds Monte Vista Water District has available to offer funds or programs to residents and more education to the property owners on watering less with better results.

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

The update list of problem properties was included in the agenda packet for the Committee's reference. Community Development Director Lustro commented that progress is being made on many of the properties and is ongoing; discussion followed regarding pursuing receivership on some of the tough cases that have been dragging on without the property owner cooperation.

## VIII. NEXT MEETING

The next Code Enforcement Committee meeting is scheduled for Monday, April 21, 2014, at 6:00 p.m. in the City Hall Conference Room.

## IX. ADJOURNMENT

At 6:21 p.m., Council Member Paulitz adjourned the Code Enforcement Committee.

Submitted for Code Enforcement  
Committee approval,



Laura Embree  
Administrative Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
MARCH 17, 2014, AT 8:33 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA

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**I. CALL TO ORDER**

Mayor Eaton called the meeting to order at 8:33 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of  
March 3, 2014.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Ruh,  
and carried unanimously to approve the minutes of the Personnel  
Committee meeting of March 3, 2014.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

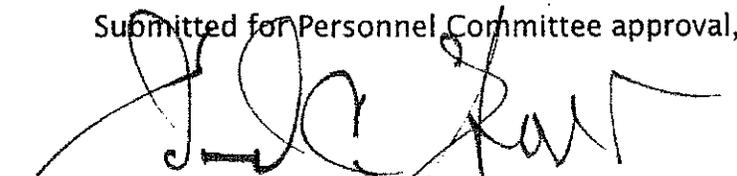
At 8:34 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 8:45 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 8:45 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,

  
\_\_\_\_\_  
Edward C. Starr  
City Manager