

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

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

February 1, 2016

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/MCF 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 Board of Directors, Montclair Housing Corporation Board of Directors, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors

**II. INVOCATION**

*In keeping with our long-standing tradition of opening our Council meetings with an invocation, this 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. Holiday Food and Toy Drive Certificates of Appreciation
- B. Introduction of New Employees

**VI. PUBLIC COMMENT**

*This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors. (Government Code Section 54954.3)*

*Under the provisions of the Brown Act, the Council/Successor Agency Board/MHC Board/MHA Commission/MCF Board is prohibited from taking action on items not listed on the agenda.*

**VII. PUBLIC HEARINGS**

- A. Consider Projects and Prioritization of Funding for the Fiscal Year 2016-17 Community Development Block Grant Program [CC] 5

**VIII. CONSENT CALENDAR**

A. Approval of Minutes

- 1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission/MCF Board Meeting of January 19, 2016 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

- 1. Consider Authorizing Mayor Eaton to Sign All Applications and Agreements with Southern California Edison Company for On-Bill Financing for the Installation of Led Lights and Fixtures at Various City Facilities [CC] 9
- 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 11

C. Agreements

- 1. Consider Approval of Agreement No. 16-10 with San Bernardino County Fire Protection District to Receive Approximately \$12,067 from the FY2015 Homeland Security Grant Program to Purchase Emergency Preparedness Equipment for the Fire Department [CC] 12

- 2. Consider Approval of Agreement No. 16-11 with Graffiti Tracker, Inc., for Continued Use of its Database to Track and Analyze Graffiti [CC]  
  
Consider Authorizing a \$3,300 Appropriation from the Prop 30/AB 109 Fund to Pay the Costs Associated with Agreement No. 16-11 [CC] 29

- 3. Consider Approval of Agreement No. 16-12 with the San Bernardino County Fire Protection District to Receive Approximately \$22,593 from the FY2015 Homeland Security Grant Program to Purchase Emergency Preparedness Equipment for the Police Department [CC] 38

- 4. Consider Approval of Agreement No. 16-13 with San Bernardino County Transportation Commission for Metrolink Transcenter Accessibility Improvements [CC] 52

- 5. Consider Approval of Agreement No. 16-14 with Monte Vista Water District for Improvements Related to the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project [CC] 64

D. Resolutions

- 1. Consider Adoption of Resolution No. 16-3109 Authorizing Support for an Energy Partnership Between Southern California Edison, Southern California Gas, and San Bernardino Associated Governments to be Known as San Bernardino Regional Energy Partnership [CC] 68

- 2. Consider Adoption of Resolution No. 16-3110 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 72
- 3. Consider Adoption of Resolution No. 16-3111 Authorizing Filing of Application, Verification that Sufficient Funds are Available, and that All Other Matters Prerequisite to Awarding Contract for Construction of the Monte Vista Avenue Grade Separation Project Have Been or Will Be Undertaken [CC] 80

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. RESPONSE - None**

**XI. COMMUNICATIONS**

**A. City Department Reports**

- 1. Police Department
  - a. Battle of the Badges Blood Drive
- 2. Public Works Department
  - a. Capital Projects Update

**B. City Attorney**

- 1. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations
  - Properties: 4304 Kingsley Street (APN 1009-391-21)  
4324 Kingsley Street (APN 1009-391-22)
  - City Negotiator: Marilyn Staats, Deputy City Manager
  - Negotiating Parties: City of Montclair and Cynthia L. Cox
  - Under Negotiation: Recommendations Regarding Purchase Price.
- 2. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations
  - Properties: APN 1011-012-02 (no address)  
APN 1011-012-09 (no address)  
APN 1012-101-05 (no address)  
APN 1012-080-09 (no address)
  - City Negotiator: Michael C. Hudson, Public Works Director/City Engineer
  - Negotiating Parties: City of Montclair and Union Pacific Railroad
  - Under Negotiation: Recommendations Regarding Acquisition of Easements on Subject Properties in Conjunction with Monte Vista Avenue/ Union Pacific Grade Separation Project

**C. City Manager/Executive Director**

**D. Mayor/Chairman**

E.	Council/SA Board/MHC Board/MHA Commissioners/MCF Board	
F.	Committee Meeting Minutes <i>(for informational purposes only)</i>	
1.	Minutes of the Code Enforcement/Public Safety Committee Meeting of January 19, 2016	83
2.	Minutes of the Personnel Committee Meeting of January 19, 2016	85
<b>XII.</b>	<b>ADJOURNMENT OF SUCCESSOR AGENCY BOARD OF DIRECTORS, MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS, MONTCLAIR HOUSING AUTHORITY COMMISSIONERS, AND MONTCLAIR COMMUNITY FOUNDATION BOARD OF DIRECTORS</b>	
	<i>(At this time, the City Council will meet in Closed Session regarding real property negotiations.)</i>	
<b>XIII.</b>	<b>CLOSED SESSION ANNOUNCEMENTS</b>	
<b>XIV.</b>	<b>ADJOURNMENT OF CITY COUNCIL</b>	

*The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation meetings will be held on Tuesday, February 16, 2016, 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, Montclair Housing Authority Commission, and Montclair Community Foundation Board after distribution of the Agenda packet are available for public inspection in the City Clerk's Office 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 City Clerk's Office 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, Andrea M. Phillips, 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 January 28, 2016.*

# AGENDA REPORT

---

---

<b>SUBJECT:</b> CONSIDER PROJECTS AND PRIORITIZATION OF FUNDING FOR THE FISCAL YEAR 2016-17 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM	<b>DATE:</b> February 1, 2016
	<b>SECTION:</b> PUBLIC HEARINGS
	<b>ITEM NO.:</b> A
	<b>FILE I.D.:</b> GRT050
	<b>DEPT.:</b> COMMUNITY DEV.

---

---

**REASON FOR CONSIDERATION:** Each fiscal year, the City of Montclair is required to conduct a public hearing to prioritize funding for various competing Community Development Block Grant (CDBG) projects. This hearing is conducted in compliance with requirements of the Department of Housing and Urban Development (HUD) and the County of San Bernardino Department of Community Development and Housing (CDH).

**BACKGROUND:** The total funding available for Montclair's Fiscal Year 2016-17 CDBG Program has tentatively been determined to be \$274,300, which is identical to the City's CDBG allotment in Fiscal Year 2015-16.

CDBG restrictions limit the amount of funding for "public service" activities to 15 percent of the annual allocation, or \$41,145. Staff is recommending a continuance of funding for public service activities that have been funded by the City of Montclair in the past to the extent possible by funding restrictions.

In addition to City-sponsored programs and projects, CDH typically receives proposals from outside non-profit agencies and entities competing for funding from the City's annual allocation. However, as was the case in Fiscal Year 2015-16, no proposals were submitted to CDH by outside agencies during this funding cycle.

For the upcoming fiscal year, staff recommends the City Council approve the projects and funding levels summarized as follows:

Reconstruct north alley of San Bernardino Street between Monte Vista and Helena Avenues	\$168,155
Re-roof main house at Reeder Ranch	65,000
Graffiti Abatement*	28,000
Montclair Golden Express*	<u>13,145</u>
<b>TOTAL</b>	<b><u>\$274,300</u></b>

\*Total public service projects: \$41,145

---

---

Prepared by: <u>Steve Luzzo</u>	Fiscal Impact Finance Review: <u>Donald L. Parker</u>
Proofed by: <u>Diana Embree</u>	Reviewed and Approved By: <u>Steve Luzzo</u>

---

---

**FISCAL IMPACT:** The City expects to receive \$274,300 for the Fiscal Year 2016-17 CDBG Program.

**RECOMMENDATION:** Staff recommends the City Council approve the above projects and prioritization of funding for the Fiscal Year 2016-17 CDBG program.

Application Number	Applicant	Project Description	Community & Request	Comments
MONT16-019	City of Montclair Steve Lustro, Community Development Director (909) 625-9431 P.O. Box 2308 Montclair, CA 91763 slustro@cityofmontclair.org	Montclair - San Bernardino Street Alley Project	Montclair <u>\$168,155</u> <b>Total \$168,155</b>	Construction - The proposed alley improvements to the alley on the north side of San Bernardino Street between Monte Vista Avenue and Helena Avenue will benefit the low/mod area with improved infrastructure. Improvements will be completed in a residential neighborhood. Eligibility is subject to use of prevailing wage rates.
MONT16-021	City of Montclair Steve Lustro, Community Development Director (909) 625-9431 P.O. Box 2308 Montclair, CA 91763 slustro@cityofmontclair.org	Graffiti Abatement in Montclair Target Areas	Montclair <u>\$28,000</u> <b>Total \$28,000</b>	Public Service - Continuation of funding for graffiti eradication program in target area (MONT-15-1-05Z/0793). Limited to targeted 51% low/mod areas within the City of Montclair. Eligibility is subject to City of Montclair funding participation.
MONT16-022	City of Montclair Steve Lustro, Community Development Director (909) 625-9431 P.O. Box 2308 Montclair, CA 91763 slustro@cityofmontclair.org	Montclair - Golden Express Transportation Service for Seniors	Montclair <u>\$13,145</u> <b>Total \$13,145</b>	Public Service - Continuation of project MONT-15-1-05A/2220. Public service would benefit elderly persons. Seniors are a presumed benefit population.

Application Number	Applicant	Project Description	Community & Request	Comments
MONT16-020	City of Montclair Steve Lustro, Community Development Director (909) 625-9431 P.O. Box 2308 Montclair, CA 91763 slustro@cityofmontclair.org	Montclair – Reeder House Roof Improvements	Montclair \$65,000 <b>Total \$65,000</b>	Construction General Fund Guarantee – Eligibility subject to qualified historic status of the site and structures. Environmental review will require review from the State Historic Preservation Department and cannot move forward until approved by the State Historic Preservation Department. A maintenance and operation agreement is also required. Should the City wish to fund this construction activity and the facility is a third-party owned facility, the City must agree to enter into a City "General Fund Guarantee" to ensure that the City will repay the HUD CDBG program administered by the County should the project not satisfy the M&O requirements. The environmental review, the maintenance and operation agreement and the General Fund Guarantee must be completed prior to the design of the improvements and subsequent advertisement for bids process can start. A complete inspection of the facility by a qualified inspector must be done to ensure that any and all health and safety issues are corrected as part of this reconstruction of the facility project.

# AGENDA REPORT

---

---

<b>SUBJECT:</b>	CONSIDER AUTHORIZING MAYOR EATON TO SIGN ALL APPLICATIONS AND AGREEMENTS WITH SOUTHERN CALIFORNIA EDISON COMPANY FOR ON-BILL FINANCING FOR THE INSTALLATION OF LED LIGHTS AND FIXTURES AT VARIOUS CITY FACILITIES	<b>DATE:</b>	February 1, 2016
		<b>SECTION:</b>	ADMIN. REPORTS
		<b>ITEM NO.:</b>	1
		<b>FILE I.D.:</b>	UTL160
		<b>DEPT.:</b>	PUBLIC WORKS

---

---

**REASON FOR CONSIDERATION:** Fluorescent, incandescent, and other forms of lighting are being replaced with more cost effective lighting, most often LED lighting. The City previously entered into Agreement No. 15-86 with Ecogreen Solutions, Inc. (Ecogreen), for the installation of LED lights and fixtures at various City facilities. The agreement included on-bill financing (OBF) with Southern California Edison (SCE).

In order to complete the OBF process with Southern California Edison, the City must complete a series of applications for each City facility, including the Energy Management Solutions Incentives Application for Business Customers, the 2015 On-Bill Financing Application, and the OBF Loan Agreement. This authorization will allow Mayor Eaton to sign all future applications and agreements for the LED light installation project.

**BACKGROUND:** The City entered into Agreement No. 15-86 with Ecogreen for the installation of LED lights and fixtures. Agreement No. 15-86 specified that compensation would be made to Ecogreen by SCE under the terms of an agreement to be executed between Ecogreen and SCE.

The City then entered into OBF Loan Agreement No. 15-89 to authorize repayment to SCE for the payment made by SCE to Ecogreen through SCE's OBF program for the installation of lighting at the City Yard. Similar OBF Loan Agreements will be generated for each additional City facility scheduled to have LED lights and fixtures installed. Each agreement must be accompanied by the aforementioned applications.

The following City facilities have undergone or will undergo LED light installation:

- Fire Station 1
- Fire Station 2
- Civic Center
- Saratoga Park
- Sunset Park
- Sunrise Park
- Police Facility

---

---

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

---

---

**FISCAL IMPACT:** The applications and agreements generated for the OBF Program with SCE should not result in any additional fiscal impact to the City. SCE will pay Ecogreen for the installation of new LED lighting at each City facility and the City will repay the loan to SCE through OBF at 0% interest.

The monthly payments made to SCE are estimated to be equal to the energy savings the City should see between the old lighting and the new LED lighting. Therefore, the new SCE bill and the OBF payment should be equivalent to the current SCE bill paid by the City.

SCE calculates the City's current energy consumption and the proposed consumption with the new LED lighting and then divides the difference over a maximum period of ten years. If the calculated savings repaid over the maximum period of ten years is not sufficient to cover the total cost of the LED installation project, SCE will present this additional amount owed prior to project approval. SCE has already approved the installation projects at all previously listed City facilities, and therefore there will not be any additional costs incurred for this project.

**RECOMMENDATION:** Staff recommends the City Council consider authorizing Mayor Eaton to sign all applications and agreements with Southern California Edison Company for On-Bill Financing for the installation of LED lights and fixtures at various City facilities.

# AGENDA REPORT

---

---

**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION      **DATE:** February 1, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 2  
**FILE I.D.:** FIN540  
**DEPT.:** ADMIN. SVCS.

---

---

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

**BACKGROUND:** Mayor Pro Tem Raft has examined the Warrant Register dated February 1, 2016, and the Payroll Documentation dated January 24, 2016, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated February 1, 2016, totals \$1,244,632.76. The Payroll Documentation dated January 24, 2016, totals \$595,402.12 gross, with \$403,672.27 net being the total cash disbursement.

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

---

---

Prepared by:	<u>Andrea M Phillips</u>	Fiscal Impact Finance Review:	<u>Michael Piotrowski</u>
Proofed by:	<u>Stephanie Hick</u>	Reviewed and Approved By:	<u>Michael Piotrowski</u>

---

---

# AGENDA REPORT

---

---

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 16-10 WITH SAN BERNARDINO COUNTY  
FIRE PROTECTION DISTRICT TO RECEIVE  
APPROXIMATELY \$12,067 FROM THE FY2015  
HOMELAND SECURITY GRANT PROGRAM TO  
PURCHASE EMERGENCY PREPAREDNESS  
EQUIPMENT FOR THE FIRE DEPARTMENT

**DATE:** February 1, 2016

**SECTION:** AGREEMENTS

**ITEM NO.:** 1

**FILE I.D.:** GRT115

**DEPT.:** FIRE

---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-10 with San Bernardino County Fire Protection District (SBCFPD) to receive approximately \$12,067 from the FY2015 Homeland Security Grant Program (HSGP).

A copy of proposed Agreement No. 16-10 with SBCFPD is attached for the City Council's review and consideration.

**BACKGROUND:** The FY2015 HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY2015 HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. At a local government level, this grant program will assist the City in procuring public safety communication equipment.

**FISCAL IMPACT:** Should the City Council approve proposed Agreement No. 16-10, the City would receive approximately \$12,067 from the FY2015 HSGP. The coordinating agency for this grant is the SBCFPD. HSGP funds are distributed to fire jurisdictions within San Bernardino County. Each jurisdiction is allocated a \$5,000 base with the remainder of the grant distributed on a per capita basis to each eligible jurisdiction. All eligible jurisdictions are required to purchase equipment in advance and are entitled to reimbursement for eligible costs through the grant program.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-10 with San Bernardino County Fire Protection District to receive approximately \$12,067 from the FY2015 Homeland Security Grant Program to purchase emergency preparedness equipment for the Fire Department.

---

---

Prepared by:           *Angelic Bird*           Fiscal Impact  
Finance Review:           *Donald L. Parker*          

Proofed by:           *Zachary Prosette*           Reviewed and  
Approved By:           *Paul Segalla*          

---

---

**FY2015 Homeland Security Grant  
Fire Jurisdiction's Allocations**

<b>Fire Jurisdictions</b>	<b>Population (POP)</b>	<b>Base</b>	<b>Percentage based on POP</b>	<b>Total District Allocation</b>
Adelanto Fire Jurisdiction	33,084	\$ 5,000	\$ 6,080	\$ <b>11,080</b>
Apple Valley Fire District	71,396	5,000	\$ 13,120	<b>18,120</b>
Arrow Bear Fire District	854	5,000	\$ 157	<b>5,157</b>
Barstow Fire Department	23,407	5,000	\$ 4,301	<b>9,301</b>
Big Bear Fire Authority	17,469	5,000	\$ 3,210	<b>8,210</b>
Chino Valley Independent District	162,061	5,000	\$ 29,782	<b>34,782</b>
Colton Fire Department	53,384	5,000	\$ 9,810	<b>14,810</b>
Daggett Fire District	522	5,000	\$ 96	<b>5,096</b>
Fontana Fire Jurisdiction	204,312	5,000	\$ 37,546	<b>42,546</b>
Grand Terrace Fire Jurisdiction	12,352	5,000	\$ 2,270	<b>7,270</b>
Hesperia Fire Jurisdiction	92,177	5,000	\$ 16,939	<b>21,939</b>
Highland Fire Jurisdiction	54,332	5,000	\$ 9,985	<b>14,985</b>
Loma Linda Fire Department	23,751	5,000	\$ 4,365	<b>9,365</b>
Montclair Fire Department	38,458	5,000	\$ 7,067	<b>12,067</b>
Morongo Fire District	3,562	5,000	\$ 655	<b>5,655</b>
Mt. Baldy Fire District	523	5,000	\$ 96	<b>5,096</b>
Needles Fire Jurisdiction	4,940	5,000	\$ 908	<b>5,908</b>
Newberry Springs	2,337	5,000	\$ 429	<b>5,429</b>
Ontario Fire Department	168,777	5,000	\$ 31,016	<b>36,016</b>
Rancho Cucamonga Fire District	174,064	5,000	\$ 31,988	<b>36,988</b>
Redlands Fire Department	70,398	5,000	\$ 12,937	<b>17,937</b>
Rialto Fire Department	102,092	5,000	\$ 18,761	<b>23,761</b>
Running Springs Fire District	4,531	5,000	\$ 833	<b>5,833</b>
San Bernardino Fire Department	213,933	5,000	\$ 39,314	<b>44,314</b>
Twentynine Palms Fire Jurisdiction	25,846	5,000	\$ 4,750	<b>9,750</b>
Unincorporated/County Fire	316,864	5,000	\$ 58,230	<b>63,232</b>
Upland Fire Department	75,787	5,000	\$ 13,927	<b>18,927</b>
Victorville Fire Jurisdiction	121,168	5,000	\$ 22,267	<b>27,267</b>
Yermo Fire District	1,659	5,000	\$ 305	<b>5,305</b>
Yucaipa Fire Jurisdiction	52,942	5,000	\$ 9,729	<b>14,729</b>
Yucca Valley Fire Jurisdiction	21,355	5,000	\$ 3,924	<b>8,924</b>
<b>Total</b>	<b>2,148,337</b>	<b>\$ 155,000</b>	<b>\$ 394,799</b>	<b>\$ 549,799</b>

**FY 2015 HOMELAND SECURITY GRANT  
Project Narrative**

**Applicant** (Jurisdiction’s Name) Montclair Fire Department

**NOTE: Complete a separate Project Description for each proposed project**

**Project Title:** VHF Portable and Mobile Radios

**AEL No.** 06CP-01-PORT 06CP-01-MOBL 21GN-00-SHIP 21GN-00-STAX

**Indicate the State Priority Supported by the Project (Select All That Apply):**

- |   |  |
|---|--|
| 1. <input type="checkbox"/> Information Analysis and Sharing      | 5. <input type="checkbox"/> Catastrophic Planning                      |
| 2. <input type="checkbox"/> Critical Infrastructure Protection    | 6. <input type="checkbox"/> Medical and Public Health Preparedness     |
| 3. <input checked="" type="checkbox"/> Communication Capabilities | 7. <input type="checkbox"/> Food and Agriculture Preparedness          |
| 4. <input type="checkbox"/> Community Preparedness and Resilience | 8. <input type="checkbox"/> Security Exercise, Evaluation and Training |

**Provide the State Investment Justifications, Goals and Objectives to support the project.**

Investment Justification	Goals	Objectives
IJ #3	3	3.1

**Please answer the following questions:**

- 1. Provide a brief description (maximum 2 paragraphs) of the proposed project and how it supports the state priority.**

Fire agencies in the State of California are in the process of re-banding VHF radios. These radios are utilized state-wide in order for agencies responding from multiple jurisdictions and regions of the State to be able to communicate with each other on common frequencies at major disaster scenes. As a result of the re-banding, the radios that the Montclair Fire Department currently has will soon be obsolete. These radios require replacement to provide personnel with the ability to communicate on major incidents such as strike team responses.

The proposed project would provide funds for our Department to purchase two portable radios and two mobile radios. The usage of this equipment supports the State’s Investment Justification IJ#3 by strengthening our communications capabilities. This project supports the State’s Priority of Communication Capabilities by providing first responders with the tools necessary for operational communications. During a response to a major incident, it is imperative that our first responders have the capability to provide timely communications in support of situational awareness and operations among and between the affected communities and all response forces.

- 2. Provide the need of this project.**

Our emergency responders must regularly maintain communication systems and equipment to ensure effective operation, as well as upgrade our systems when appropriate. This project would assist our Department by investing in communications equipment that supports statewide plans and improves communications and interoperability.

**FY 2015 HOMELAND SECURITY GRANT  
Project Narrative**

**3. Provide the location of the facility.**

This project is for portable and mobile radios; they will not be assigned to a specific facility. The radios will be assigned to mobile apparatus that can be deployed to incidents.

**4. Provide a detailed description on how you plan to manage your proposed project.**

This project will be managed by the Montclair Fire Department. This department will oversee the procurement, usage, and maintenance/storage of the VHF portable and mobile radios. This equipment will be inventoried as necessary to comply with grant requirements.

**5. Provide a performance timeline for your proposed project. Make sure that the timeline you are proposing is “reasonable”.**

The equipment will be purchased and in use prior to the end of the grant’s performance period, which is June 30, 2018.

**6. Indicate if your proposed project will be procured through “sole source” and/or is an EOC project, subject to the EHP, FBI requirement, or Safecom Guidance.**

The project will not be procured through a sole source, and it is not an EOC project, or subject to the EHP, SAFECOM Guidance, or FBI requirement.

**7. In 100 words or less “sell” your project to the Approval Authority and State approval bodies.**

Communications are imperative for the Fire Department to be successful at achieving its mission of preserving life, conserving property, and protecting the environment. Communication interoperability is an essential element when operating with agencies outside of the local jurisdiction. Currently, the interoperability between our department and other mutual-aid departments is lacking efficiency. This project provides funds to purchase VHF portable and mobile radios that have the capability of operating on multiple frequencies across the State. This capability will enhance our ability to efficiently and clearly communicate with other local, county, state, and federal agencies on mutual aid assignments.

***Please check the appropriate box:***

- Our agency currently has spending authority for the requested funds.
- Our agency does not currently have spending authority for the requested funds. Please explain below:

At this time our agency does not currently have spending authority for the requested FY2015 HSGP funds because a sub-recipient agreement has not been approved and signed by our City Council.

**San Bernardino County Fire Protection District (SBCFPD)**  
**FY2015 Homeland Security Grant Program**  
**CFDA 97.067**  
**Sub-Recipient Agreement**  
**Grant No. 2015-00093**

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that the Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Sub-Recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the FY2015 Homeland Security Grant Program Funding Opportunity Announcement, the California Supplement to the FY2015 Homeland Security Grant Program Funding Opportunity Announcement, and all applicable laws and regulations.
2. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2015 Homeland Security Grant Program application. Further, use of FY2015 funds is limited to those investments included in the California FY2015 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
3. Understands that in the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award. Please call the San Bernardino San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit at (909) 387-5931. Or via e-mail to: [kgonzalez@sbcfire.org](mailto:kgonzalez@sbcfire.org).
4. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES).
5. **Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.**
6. Will comply with any cost sharing commitments included in the FY2015 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.

7. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
8. Will give the San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit, Cal OES and DHS/FEMA, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the FY15 HSGP grant award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by San Bernardino County Fire Protection District (SBCFPD), Cal OES and DHS/FEMA, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.
9. Agrees, and will require any sub-recipient, contractor, successor, transferee, and assignee to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
  - a. Sub-recipients must give San Bernardino County Fire Protection District (SBCFPD), DHS and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by San Bernardino County Fire Protection District (SBCFPD), DHS and Cal OES program guidance, requirements, and applicable laws.
  - b. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance, and sub-recipients must submit timely, complete, and accurate reports to the appropriate San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit and maintain appropriate backup documentation to support the reports. This includes but is not limited to the Semi-Annual Performance and the Status Reports. Failure to do so may result in loss of funding or future funding.
  - c. If, during the past three years or in the event, the Sub-Recipient has been accused by any court/administrative agency/etc of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit to be sent to Cal OES/DHS Office of Civil Rights and Civil Liberties.

The United States has the right to seek judicial enforcement of these obligations.

10. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.
11. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) the baseline level of capability as defined by the Fusion Capability Planning Tool.
12. Understands that a hold is in place on Fusion Center activities and the applicant is prohibited from obligating, expending, or drawing down HSGP – UASI funds in support of their State and/or Major Urban Area Fusion Center. Cal OES will notify the San Bernardino County Fire Protection District (SBCFPD), Protection District in writing when DHS/FEMA has lifted the hold.

13. Will initiate and complete the work within the applicable timeframe (sub-grantee performance period), in accordance with grant award terms and requirements, after receipt of approval from San Bernardino County Fire Protection District (SBCFPD), and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
14. Will provide timely, completed, accurate and maintain appropriate support documentation to support the reports, and other such information as may be required by the awarding agency.
15. Will provide timely notifications to San Bernardino County Fire Protection District (SBCFPD), of any developments that have a significant impact on award-supported activities, including changes to key program staff.
16. Agrees to be non-delinquent in the repayment of any Federal debt. Examples of relevant debt, include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
17. Will comply with the requirements of 31 U.S.C. § 3729, which set forth that no sub-grantee, recipient or sub-recipient of federal payments, shall submit a false claim for payment, reimbursement, or advance. Administrative remedies may be found in 38 U.S.C. §§ 3801-3812, addressing false claims and statements made.
18. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
19. Will comply with the Office of Management and Budget (OMB) Super Circular 2 C.F.R. part 200 which has consolidated the following:
  - Grant Management: Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), which are also located found within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; will comply with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.
20. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide:
  - Costing Principles: OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.
  - Audits: OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, and sections of A-50 related to audits performed under Subpart F- Audit requirements as applicable.
21. Will comply with all provisions of the Federal Acquisition Regulations, including but not limited to Title 48 CFR Part 31.2, part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

22. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
23. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.
24. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.
25. Will comply with all applicable lobbying prohibitions and laws, including those found 31 U.S.C. § 1352., and agrees that none of the funds provided under this award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement.
26. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
27. Will comply with Title 2 of the Code of Federal Regulations Part 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority **may not be charged to other Federal awards** to overcome fund deficiencies.
28. **Will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Sub-recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.**
29. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of structures.
30. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.
  - c. The Americans with Disabilities Act, as amended, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12101 et seq.).
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
  - i. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
  - j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.
  - k. The requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
  - l. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
  - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - n. Will comply, and assure the compliance of all its sub-grantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
31. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
32. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
33. Will comply with all applicable Federal, State, and Local environmental and historical preservation (**EHP**) requirements. Failure to meet Federal, State, and Local **EHP** requirements and obtain applicable permits may jeopardize Federal funding. Agrees not to undertake any project having the potential to impact **EHP** resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the **EHP** review. Any construction-related activities initiated without the necessary **EHP** review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the **EHP**. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/ and Cal OES and the appropriate State Historic Preservation Office.

34. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Sub-grantees must complete the DHS/FEMA **EHP** Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to San Bernardino County Fire Protection District (SBCFPD), Attention: Grants Administration Unit for reviewing. The San Bernardino County Fire Protection District (SBCFPD) will then submit to the Cal OES program representative to be processed by the DHS/FEMA GPD **EHP**.
35. Sub-recipients should submit the FEMA **EHP** Screening Form for each project as soon as possible to the San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit before starting their project. The Screening Form for these types of projects is available at: [www.fema.gov/doc/government/grant/bulletins/info329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc).
36. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal OES and the DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
37. Will provide any information requested by DHS/FEMA and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
  - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.).
  - d. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - e. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098, and California Code of Regulations, Title 14, Chapter 3 §§ 15000-15007.
  - f. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  - g. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC § 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
38. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
39. Agrees that sub-recipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find DHS Privacy Impact Assessments, guidance and templates online at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively. Sub-recipients will be notified of the above requirements by SBCFPD if is necessary.

40. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
41. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all sub-grantees, recipients, and sub-recipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with Federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
42. Will comply with the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.
43. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *“This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”* The sub recipients and recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *“Purchased with funds provided by the U.S. Department of Homeland Security.”*
44. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or subaward; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations). The recipient and Sub-recipients agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
45. Sub-recipients receiving Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agree to the following:
  - a. Promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the Federal or State government.
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
  - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.

**Therefore, if any procurement with the HSGP grant funds is determined to be ineligible or inappropriate, the money must be returned to Cal OES. If a procurement was done incorrectly or if a**

**piece of equipment purchased was not on the AEL list, then that money must be returned because the item is not allowed.**

46. Understands that sub-recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
47. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
48. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
49. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient or Sub-Recipient has not been approved for and granted access to such information by appropriate authorities.
50. Agrees that where an award Sub-Recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, Sub-Recipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
51. Immediately upon determination by the award recipient that used funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement. For additional information the Sub-Recipient will need to contact San Bernardino County Fire Protection District (SBCFPD) and obtain approval and processing instructions.
52. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential sub-recipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.

For purposes of this award term, the following definitions will apply:

- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number

may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.

- b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a Sub-Recipient under an award or subaward to a non-Federal entity.
  - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient, award to an eligible Sub-Recipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see section 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
  - d. "Sub-Recipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the Federal funds provided by the subaward.
53. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
54. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement, in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
  - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
55. Will comply with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents. The adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
56. Will comply with OMB Standard Form 424B Assurances – Non construction Programs, whereby the awarding agency may require sub-grantees and sub-recipients to certify to additional assurances.
57. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Applicant certifies that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
  - d. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
58. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- 59. Will obtain, via San Bernardino County Fire Protection District (SBCFPD), the prior approval from Cal OES on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.**
60. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Sub-Recipient must notify the San Bernardino County Fire Protection District (SBCFPD), if an employee of the Sub-Recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
61. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a Sub-Recipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect, or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
62. Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and services. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Sub-Recipient shall comply with DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), resulting from Executive Order 13166. For assistance and information regarding LEP obligations, refer to DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

63. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
64. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.
65. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
66. Will comply with the requirements of section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
67. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
68. Will comply with the requirements of Executive Order 11990, which provides that federally-funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
69. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified

materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

70. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
- a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
  - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2013, the obligation must be reported by no later than December 31, 2013.)
  - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report Sub-Recipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any Sub-Recipient.
  - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
    - i. The total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. In the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
    - iv. Sub-Recipient Executives. Unless you are exempt as provided above, for each first-tier Sub-Recipient under this award, you shall report the names and total compensation of each of the Sub-Recipient's five most highly compensated executives for the Sub-Recipient's preceding completed fiscal year, if in the Sub-Recipient's preceding fiscal year, the Sub-Recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.

- 71. Sub-Recipient acknowledges that equipment purchased with grant funds must be accounted for, tagged ( *if applicable* ) , photographed and reconciled by/with the San Bernardino San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit’s property records at each scheduled inventory inspection.
- 72. Sub-Recipient will develop a control tracking system to ensure adequate safeguards to prevent loss, damage or theft of grant funded equipment.
- 73. When equipment purchased with grant funds is no longer needed or is in need of being replaced, Sub-Recipient will request disposition instructions from San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit.
- 74. If items are lost, stolen, or damaged, Sub-Recipient will provide explanation on the Damage, Lost, Stolen, or Retired (DLSR) form of how it happened and how Sub-Recipient is going to prevent it from happening in the future.
- 75. **Personnel Activity Report (PAR)**  
Any employee who is partially funded by federal grants must maintain time and effort reporting and document the time they spend working on the grant’s objectives. Documentation must reflect “actual” time spent by the employee on grants being charged (2 CFR 225, Appendix B.8.h). Attached is a Personnel Activity Report (PAR) document to assist in proper grant payroll documentation. PARs must itemized/log the time the employee has worked on a funded grant project.  
  
If your agency already has the capability of producing a document equivalent to the attached PAR form from your existing payroll system, you do NOT need to use the attached PAR to your track time.  
  
Salary costs that are not accurately and properly documented are “unallowable costs” and will not be reimbursed. If you have been reimbursed for wages that were not properly recorded and supported, the State or Federal Governments may require your agency to pay back any “unallowable costs.”
- 76. Sub-recipients will provide (2) photos in color or black & white of each grant purchased equipment and photo of serial number, if applicable. Provide the intended location of deployment/assignment of the equipment.
- 77. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.
- 78. The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

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

## AGENDA REPORT

---

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-11 WITH GRAFFITI TRACKER, INC., FOR CONTINUED USE OF ITS DATABASE TO TRACK AND ANALYZE GRAFFITI	<b>DATE:</b> February 1, 2016
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 2
CONSIDER AUTHORIZING A \$3,300 APPROPRIATION FROM THE PROP 30/AB 109 FUND TO PAY THE COSTS ASSOCIATED WITH AGREEMENT NO. 16-11	<b>FILE I.D.:</b> GRF050
	<b>DEPT.:</b> POLICE

---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-11 with Graffiti Tracker, Inc. (Graffiti Tracker), for continued use of its database to track and analyze graffiti.

A copy of proposed Agreement No. 16-11 with Graffiti Tracker is attached for the City Council's review and consideration

**BACKGROUND:** Graffiti has long been one of the most common urban problems threatening the vitality and beauty of cities across the country. Graffiti continues to be a major concern for the City of Montclair.

Graffiti Tracker specializes in providing City personnel with the tools needed to reduce graffiti vandalism. The company assisted the City in implementing a graffiti protocol that continues to provide a graffiti database, analyses, and tracking to further reduce the occurrence of graffiti vandalism. Graffiti Tracker utilizes cameras equipped with Global Positioning System technology. Photographs of graffiti are taken by the City's graffiti abatement crews and are sent to Graffiti Tracker where they are analyzed and categorized for reference. The result of the analysis is then stored in a web-based system. City personnel are permitted unlimited searches of the organized database to determine patterns of graffiti incidents, such as most active vandals and/or gangs, rising tension between rival gangs, and frequently hit areas or "hot spots." Since the program is web-based, there is no need for software installation or restrictions on the number of system users.

**FISCAL IMPACT:** If authorized by the City Council, funding for Agreement No. 16-11 would result in an appropriation and expenditure from the Prop 30/AB109 Fund (1141) in the amount of \$3,300.

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

1. Approve Agreement No. 16-11 with Graffiti Tracker, Inc., for continued use of its database to track and analyze graffiti.
2. Authorize a \$3,300 appropriation from the Prop 30/AB 109 Fund to pay the costs associated with Agreement No. 16-11.

---

---

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

---

---

## PROFESSIONAL SERVICES AGREEMENT

(City of Montclair and Graffiti Tracker Inc.)

**THIS PROFESSIONAL SERVICES AGREEMENT** is made as of January 1, 2016 by and between the City of Montclair, (“Agency”), and Graffiti Tracker Inc. (“Contractor”).

### RECITALS

1. Agency has determined that it requires professional services from a Contractor to provide graffiti analysis and tracking services for the Agency.
2. Agency desires to retain Contractor, as an independent contractor to provide such services on an as needed basis.
3. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

**NOW, THEREFORE**, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### **1. Contractor’s Services.**

- a. **Scope and Level of Services.** The nature, scope, and level of the specific services to be performed by Contractor are as set forth in Exhibit A, attached to this Agreement and incorporated herein as though set forth in full. Agency is retaining Contractor pursuant to this Agreement on a non-exclusive basis and reserves the right to retain other professionals to perform similar service if Agency determines such services are needed.
  - b. **Time of Performance.** The services shall be performed in a timely manner and on a regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.
2. **Standard of Care.** As a material inducement to Agency to enter into this Agreement, Contractor hereby represents and warrants that it has the professional expertise and experience necessary to undertake the services to be provided herein.
  3. **Compliance with Law.** All services rendered hereunder by Contractor shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time

service is rendered.

- 4. Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of 12 months, unless earlier terminated pursuant to Section 14.
- 5. Compensation.** Agency agrees to compensate Contractor for its services according to the fee and payment schedule set forth in Exhibit B, attached hereto and incorporated herein as though set forth in full. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of \$3,300.00 unless specifically approved by the City Council. Agency agrees that services may not begin until first payment is received.
- 6. Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency.
- 7. Representatives.**
  - a. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Timothy M. Kephart who shall be the representative of Contractor authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. Contractor may not change the foregoing Project Manager without the express written approval of Agency.
  - b. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the Deputy City Manager/Office of Economic Development Executive Director, or in his/her absence, an individual designated in writing by the Contract Administrator. It shall be Contractor's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Contractor shall refer any decisions that must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.
- 8. Standard of Performance.** Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Contractor hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

- 9. Status as Independent Contractor.** Contractor is, and shall at all times remain as to Agency, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner, employees of Agency. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold Agency harmless from any failure of Contractor to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to Agency from Contractor as a result of Contractor's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.
- 10. Confidentiality.** Agency agrees not to use any intellectual property or information related to the Graffiti Tracker system for purposes of development or competition of another Graffiti Tracker system. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement.
- 11. Conflict of Interest.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder.
- 12. Indemnification.** Contractor agrees to indemnify, hold harmless and defend Agency, and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of Agency or Agency officials, (collectively, "Indemnities"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Contractor or any of its officers, employees, or agents.
- a. Agency does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement.
  - b. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim,

demand, damage, liability, loss, cost or expense. Contractor agrees that Contractor's covenant under this section shall survive the termination of this Agreement.

**13. Cooperation.** In the event any claim or action is brought against Agency relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation that Agency might require.

**14. Termination.**

- a. Agency shall have the right to terminate the services of Contractor at any time for any reason on sixty (60) calendar days written notice to Contractor. In the event this Agreement is terminated by Agency, Contractor shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Contractor shall have no other claim against Agency by reason of such termination, including any claim for compensation.
- b. Contractor shall have the right to terminate this Agreement at any time for any reason on sixty (60) calendar days written notice to Agency, and Contractor shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

**15. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**Agency:**

City of Montclair  
4870 Arrow Highway  
Montclair, CA 91763

**Contractor:**

Graffiti Tracker Inc.  
2916 S 132<sup>nd</sup> St #311  
Omaha, NE 68144

- 16. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Contractor will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
- 17. Assignability; Subcontracting.** Contractor shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Contractor's obligations hereunder, without the prior written consent of Agency, and any attempt by Contractor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.
- 18. Compliance with Laws/Licenses.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Contractor shall obtain and maintain all necessary professional licenses for providing the services outlined in this Agreement.
- 19. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Contractor constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.
- 20. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be San Bernardino County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.
- 21. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.
- 22. Entire Agreement.** This Agreement, and any other documents incorporated herein by

specific reference, represents the entire and integrated agreement between Agency and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**“Agency”**

ATTEST:

City of Montclair

By: \_\_\_\_\_  
Deputy City Clerk

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

**“Contractor”**

By: \_\_\_\_\_  
Timothy M. Kephart

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Contractor shall perform the following services for the City of Montclair:

#### **Responsibilities**

1. Train designated personnel on how to use GPS cameras.
2. Establish graffiti tracking protocols.
3. Train personnel on how to upload graffiti data to the Graffiti Analysis Intelligence Tracking System (GAITS).
4. Provide access to GAITS to all designated personnel twenty-four hours a day, seven days a week until contract ends.
5. On a daily basis, graffiti data will be uploaded to the GAITS system from the City of Montclair's staff. Graffiti Tracker Inc. will be responsible for analyzing all of that data and making the results of that analysis available to the GAITS system.
6. Provide training to all designated personnel (Agency staff/law enforcement/District Attorney's Office) on how to utilize the GAITS system.

This contract constitutes a lease for access to the Graffiti Analysis Intelligence Tracking System (GAITS). Permission from the Contract Administrator will be required for anyone to have access to this system. Upon permission being granted for access to the system, a username and password will be given to those individuals and they will be granted an "Operator" level access to the GAITS system. This lease will be in effect for the duration of the contract.

## **EXHIBIT B**

### **SCHEDULE OF FEES**

Contractor will not be required to work on the following ten holidays:

1. January 1 (New Year's Day)
2. The third Monday in January (Dr. Martin Luther King Jr. Day)
3. The third Monday in February (President's Day)
4. March 31st (Cesar Chavez Day)
5. The last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. The first Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. The fourth Thursday in November (Thanksgiving Day)
10. December 25 (Christmas Day)

The total contract amount for the twelve-month time period commencing January 1, 2016 and ending December 31, 2016 will be an amount not to exceed \$3,300.00 based on the average number of incidents analyzed not to exceed 300 per month.

Effective upon the signing of this contract, an invoice for the full amount will be submitted by the Contractor to the Contract Administrator. Payment should be processed and received no later than 30 calendar days from the date invoice was submitted

It is recommended that each graffiti abatement crew be equipped with one (1) camera. Services will commence once equipment has been purchased and first invoice paid.

## AGENDA REPORT

---

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-12 WITH THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT TO RECEIVE APPROXIMATELY \$22,593 FROM THE FY2015 HOMELAND SECURITY GRANT PROGRAM TO PURCHASE EMERGENCY PREPAREDNESS EQUIPMENT FOR THE POLICE DEPARTMENT	<b>DATE:</b> February 1, 2016 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 3 <b>FILE I.D.:</b> GRT115 <b>DEPT.:</b> POLICE
--	---

---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 16-12 with the San Bernardino County Fire Protection District (SBCFPD) to receive approximately \$22,593 from the FY2015 Homeland Security Grant Program (HSGP) to purchase emergency preparedness equipment. Funding through HSGP is reimbursable.

A copy of proposed Agreement No. 16-12 with SBCFPD is attached for the City Council's review and consideration.

**BACKGROUND:** The HSGP is designed to assist organizations, government agencies, and communities in implementing programs and measures to prevent, protect against, mitigate, respond to, and recover from threats, hazards, acts of terrorism, and other catastrophic events that pose a significant risk to local communities and the nation.

The State of California Governor's Office of Emergency Services established that the subgrantee of the HSGP for San Bernardino County is the SBCFPD. In its capacity as subgrantee, SBCFPD is tasked with applying for Department of Homeland Security Grant Program funds on behalf of regional jurisdictions. Through this process, the Montclair Police Department would receive approximately \$22,593 for the purchase of equipment; however, agencies are required to request reimbursement through the SBCFPD after procurement is completed.

**FISCAL IMPACT:** Should the City Council approve proposed Agreement No. 16-12, the City would be required to pay the initial cost of equipment purchases and request reimbursement from SBCFPD. Funding for grant program expenses would be appropriated in Safety Department Grant Fund 1163.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-12 with the San Bernardino County Fire Protection District to receive approximately \$22,593 from the FY2015 Homeland Security Grant Program to purchase emergency preparedness equipment for the Police Department.

---

---

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

---

---

**San Bernardino County Fire Protection District (SBCFPD)**  
**FY2015 Homeland Security Grant Program**  
**CFDA 97.067**  
**Sub-Recipient Agreement**  
**Grant No. 2015-00093**

Name of Applicant: Montclair Police Department  
Address: 4870 Arrow Highway  
City: Montclair State: CA Zip Code: 91763  
Telephone Number: 909-448-3600 Fax Number: 909-626-4892  
E-Mail Address: mdemoet@cityofmontclair.org

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that the Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Sub-Recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the FY2015 Homeland Security Grant Program Funding Opportunity Announcement, the California Supplement to the FY2015 Homeland Security Grant Program Funding Opportunity Announcement, and all applicable laws and regulations.
2. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2015 Homeland Security Grant Program application. Further, use of FY2015 funds is limited to those investments included in the California FY2015 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
3. Understands that in the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award. Please call the San Bernardino San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit at (909) 387-5931. Or via e-mail to: [kgonzalez@sbcfire.org](mailto:kgonzalez@sbcfire.org).
4. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES).
5. **Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.**
6. Will comply with any cost sharing commitments included in the FY2015 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.

7. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
8. Will give the San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit, Cal OES and DHS/FEMA, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the FY15 HSGP grant award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by San Bernardino County Fire Protection District (SBCFPD), Cal OES and DHS/FEMA, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.
9. Agrees, and will require any sub-recipient, contractor, successor, transferee, and assignee to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
  - a. Sub-recipients must give San Bernardino County Fire Protection District (SBCFPD), DHS and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by San Bernardino County Fire Protection District (SBCFPD), DHS and Cal OES program guidance, requirements, and applicable laws.
  - b. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance, and sub-recipients must submit timely, complete, and accurate reports to the appropriate San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit and maintain appropriate backup documentation to support the reports. This includes but is not limited to the Semi-Annual Performance and the Status Reports. Failure to do so may result in loss of funding or future funding.
  - c. If, during the past three years or in the event, the Sub-Recipient has been accused by any court/administrative agency/etc of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit to be sent to Cal OES/DHS Office of Civil Rights and Civil Liberties.

The United States has the right to seek judicial enforcement of these obligations.

10. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.
11. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) the baseline level of capability as defined by the Fusion Capability Planning Tool.
12. Understands that a hold is in place on Fusion Center activities and the applicant is prohibited from obligating, expending, or drawing down HSGP – UASI funds in support of their State and/or Major Urban Area Fusion Center. Cal OES will notify the San Bernardino County Fire Protection District (SBCFPD), Protection District in writing when DHS/FEMA has lifted the hold.

13. Will initiate and complete the work within the applicable timeframe (sub-grantee performance period), in accordance with grant award terms and requirements, after receipt of approval from San Bernardino County Fire Protection District (SBCFPD), and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
14. Will provide timely, completed, accurate and maintain appropriate support documentation to support the reports, and other such information as may be required by the awarding agency.
15. Will provide timely notifications to San Bernardino County Fire Protection District (SBCFPD), of any developments that have a significant impact on award-supported activities, including changes to key program staff.
16. Agrees to be non-delinquent in the repayment of any Federal debt. Examples of relevant debt, include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
17. Will comply with the requirements of 31 U.S.C. § 3729, which set forth that no sub-grantee, recipient or sub-recipient of federal payments, shall submit a false claim for payment, reimbursement, or advance. Administrative remedies may be found in 38 U.S.C. §§ 3801-3812, addressing false claims and statements made.
18. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
19. Will comply with the Office of Management and Budget (OMB) Super Circular 2 C.F.R. part 200 which has consolidated the following:
  - Grant Management: Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), which are also located found within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; will comply with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.
20. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide:
  - Costing Principles: OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.
  - Audits: OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, and sections of A-50 related to audits performed under Subpart F- Audit requirements as applicable.
21. Will comply with all provisions of the Federal Acquisition Regulations, including but not limited to Title 48 CFR Part 31.2, part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

22. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
23. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.
24. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.
25. Will comply with all applicable lobbying prohibitions and laws, including those found 31 U.S.C. § 1352., and agrees that none of the funds provided under this award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement.
26. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
27. Will comply with Title 2 of the Code of Federal Regulations Part 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority **may not be charged to other Federal awards** to overcome fund deficiencies.
28. **Will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Sub-recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.**
29. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of structures.
30. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.
  - c. The Americans with Disabilities Act, as amended, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12101 et seq.).
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
  - i. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
  - j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.
  - k. The requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
  - l. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
  - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - n. Will comply, and assure the compliance of all its sub-grantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
31. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
32. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
33. Will comply with all applicable Federal, State, and Local environmental and historical preservation (**EHP**) requirements. Failure to meet Federal, State, and Local **EHP** requirements and obtain applicable permits may jeopardize Federal funding. Agrees not to undertake any project having the potential to impact **EHP** resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the **EHP** review. Any construction-related activities initiated without the necessary **EHP** review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the **EHP**. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/ and Cal OES and the appropriate State Historic Preservation Office.

34. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Sub-grantees must complete the DHS/FEMA **EHP** Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to San Bernardino County Fire Protection District (SBCFPD), Attention: Grants Administration Unit for reviewing. The San Bernardino County Fire Protection District (SBCFPD) will then submit to the Cal OES program representative to be processed by the DHS/FEMA GPD **EHP**.
35. Sub-recipients should submit the FEMA **EHP** Screening Form for each project as soon as possible to the San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit before starting their project. The Screening Form for these types of projects is available at: [www.fema.gov/doc/government/grant/bulletins/info329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc).
36. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal OES and the DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
37. Will provide any information requested by DHS/FEMA and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
  - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.).
  - d. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - e. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098, and California Code of Regulations, Title 14, Chapter 3 §§ 15000-15007.
  - f. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  - g. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC § 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
38. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
39. Agrees that sub-recipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find DHS Privacy Impact Assessments, guidance and templates online at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively. Sub-recipients will be notified of the above requirements by SBCFPD if is necessary.

40. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
41. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all sub-grantees, recipients, and sub-recipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with Federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
42. Will comply with the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.
43. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *“This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”* The sub recipients and recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *“Purchased with funds provided by the U.S. Department of Homeland Security.”*
44. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or subaward; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations). The recipient and Sub-recipients agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
45. Sub-recipients receiving Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agree to the following:
  - a. Promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the Federal or State government.
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
  - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.

**Therefore, if any procurement with the HSGP grant funds is determined to be ineligible or inappropriate, the money must be returned to Cal OES. If a procurement was done incorrectly or if a**

**piece of equipment purchased was not on the AEL list, then that money must be returned because the item is not allowed.**

46. Understands that sub-recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
47. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
48. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
49. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient or Sub-Recipient has not been approved for and granted access to such information by appropriate authorities.
50. Agrees that where an award Sub-Recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, Sub-Recipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
51. Immediately upon determination by the award recipient that used funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement. For additional information the Sub-Recipient will need to contact San Bernardino County Fire Protection District (SBCFPD) and obtain approval and processing instructions.
52. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential sub-recipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.

For purposes of this award term, the following definitions will apply:

- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number

may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.

- b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a Sub-Recipient under an award or subaward to a non-Federal entity.
  - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient, award to an eligible Sub-Recipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see section 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
  - d. "Sub-Recipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the Federal funds provided by the subaward.
53. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
54. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement, in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
  - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
55. Will comply with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents. The adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
56. Will comply with OMB Standard Form 424B Assurances – Non construction Programs, whereby the awarding agency may require sub-grantees and sub-recipients to certify to additional assurances.
57. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Applicant certifies that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
  - d. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
58. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- 59. Will obtain, via San Bernardino County Fire Protection District (SBCFPD), the prior approval from Cal OES on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.**
60. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Sub-Recipient must notify the San Bernardino County Fire Protection District (SBCFPD), if an employee of the Sub-Recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
61. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a Sub-Recipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect, or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
62. Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and services. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Sub-Recipient shall comply with DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), resulting from Executive Order 13166. For assistance and information regarding LEP obligations, refer to DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

63. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
64. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.
65. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
66. Will comply with the requirements of section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
67. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
68. Will comply with the requirements of Executive Order 11990, which provides that federally-funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
69. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified

materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

70. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
- a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
  - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2013, the obligation must be reported by no later than December 31, 2013.)
  - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report Sub-Recipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any Sub-Recipient.
  - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
    - i. The total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. In the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
    - iv. Sub-Recipient Executives. Unless you are exempt as provided above, for each first-tier Sub-Recipient under this award, you shall report the names and total compensation of each of the Sub-Recipient's five most highly compensated executives for the Sub-Recipient's preceding completed fiscal year, if in the Sub-Recipient's preceding fiscal year, the Sub-Recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.

- 71. Sub-Recipient acknowledges that equipment purchased with grant funds must be accounted for, tagged ( *if applicable* ) , photographed and reconciled by/with the San Bernardino San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit’s property records at each scheduled inventory inspection.
- 72. Sub-Recipient will develop a control tracking system to ensure adequate safeguards to prevent loss, damage or theft of grant funded equipment.
- 73. When equipment purchased with grant funds is no longer needed or is in need of being replaced, Sub-Recipient will request disposition instructions from San Bernardino County Fire Protection District (SBCFPD), Grants Administration Unit.
- 74. If items are lost, stolen, or damaged, Sub-Recipient will provide explanation on the Damage, Lost, Stolen, or Retired (DLSR) form of how it happened and how Sub-Recipient is going to prevent it from happening in the future.
- 75. **Personnel Activity Report (PAR)**  
Any employee who is partially funded by federal grants must maintain time and effort reporting and document the time they spend working on the grant’s objectives. Documentation must reflect “actual” time spent by the employee on grants being charged (2 CFR 225, Appendix B.8.h). Attached is a Personnel Activity Report (PAR) document to assist in proper grant payroll documentation. PARs must itemized/log the time the employee has worked on a funded grant project.  
  
If your agency already has the capability of producing a document equivalent to the attached PAR form from your existing payroll system, you do NOT need to use the attached PAR to your track time.  
  
Salary costs that are not accurately and properly documented are “unallowable costs” and will not be reimbursed. If you have been reimbursed for wages that were not properly recorded and supported, the State or Federal Governments may require your agency to pay back any “unallowable costs.”
- 76. Sub-recipients will provide (2) photos in color or black & white of each grant purchased equipment and photo of serial number, if applicable. Provide the intended location of deployment/assignment of the equipment.
- 77. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.
- 78. The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

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

# AGENDA REPORT

---

---

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 16-13 WITH SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION FOR  
METROLINK TRANSCENTER ACCESSIBILITY  
IMPROVEMENTS

**DATE:** February 1, 2016

**SECTION:** AGREEMENTS

**ITEM NO.:** 4

**FILE I.D.:** TRN500

**DEPT.:** PUBLIC WORKS

---

---

**REASON FOR CONSIDERATION:** San Bernardino Associated Governments (SANBAG) acting in its capacity as the San Bernardino County Transportation Commission, has obtained grant funding throughout its jurisdiction for access improvements to various transportation facilities, including the Montclair Transcenter. SANBAG desires to enter into a partnership with the City to design and construct these improvements. Agreement No. 16-13 has been prepared by SANBAG for that purpose. Agreements with the City require City Council approval.

A copy of proposed Agreement No. 16-13 with SANBAG is attached for the City Council's review and consideration.

**BACKGROUND:** In 2014, SANBAG applied for and was granted federal funds under the Active Transportation Program (ATP). The application covered several station upgrades along the San Bernardino Metrolink line, including improvements in areas outside the station leading to them. One of the stations included in the grant application was the Montclair Transcenter. Improvements proposed for Montclair include the following:

- Extend Pacific Electric Trail to Claremont Boulevard (Phase 1)
- Provide sidewalk to north side of Richton Street (Phase 2)
- Provide bike/pedestrian access from Pacific Electric Trail to Metrolink Parking Lot (Phase 1)
- Improve Fremont Avenue per North Montclair Downtown Specific Plan (Phase 2)
- Provide wayfinding signage along Fremont Avenue (Phase 2)
- Provide pedestrian crossing on Richton Street and across bus access (Phase 1)
- Install bike racks (Phase 1)
- Provide crosswalks and signalization along Pacific Electric Trail Corridor (Phase 2)
- Improve pedestrian crossing at Monte Vista Avenue and Montclair Plaza Lane (Phase 2)
- Remove one lane of traffic along Monte Vista Avenue between Arrow Highway and Richton Street and replace with bike lane (Phase 1)
- Provide wayfinding signage (Phase 2)

---

---

Prepared by:

Fiscal Impact  
Finance Review:

Proofed by:

Reviewed and  
Approved By:

**FISCAL IMPACT:** As noted in Agreement No. 16-13, the fiscal impact to the City is limited to City-incurred costs. The City would be responsible for all personnel costs and agrees to waive any and all plan checking and permit fees. These costs are not anticipated to exceed \$20,000.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-13 with the San Bernardino County Transportation Commission for Metrolink Transcenter accessibility improvements.



**COOPERATIVE AGREEMENT NO. 15-1001127**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**

**AND**

**THE CITY OF MONTCLAIR**

**FOR**

**PLANNING AND ENVIRONMENTAL; PLANS, SPECIFICATIONS AND ESTIMATE (PS&E); RIGHT OF WAY (ROW); AND CONSTRUCTION PHASES OF THE SAN BERNARDINO METROLINK STATION ACCESSIBILITY IMPROVEMENT PROJECT**

**I. PARTIES AND TERM**

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Commission (hereinafter referred to as “COMMISSION”) and the City of Montclair (CITY), (COMMISSION and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. THIS AGREEMENT shall terminate upon completion of COMMISSION’s management of the planning, environmental, PS&E, ROW and construction phases, or December 31, 2020, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

**II. RECITALS**

- A. WHEREAS, COMMISSION proposes to construct Phase I, in the near future, and Phase II, at a later date, location specific improvements to various facilities within several cities within San Bernardino County; and
- B. WHEREAS, proposed Phases I and II improvements in the City of Montclair are depicted in Attachment B, and are defined as the “PROJECT”; and
- C. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT; and
- D. WHEREAS, the CITY has requested COMMISSION to complete the implementation of the PROJECT, including project management, engineering design, construction, procurement and management of contractors, and coordination with other cities and agencies; and
- E. WHEREAS, the CITY is the PROJECT owner, and this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership,

operation and maintenance of the existing and future improvements from the PROJECT Owner; and

- F. WHEREAS, the COMMISSION is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT and The State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) Lead Agency for the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

III. **COMMISSION RESPONSIBILITIES:**

COMMISSION agrees:

- A. To be the lead agency for Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants and contractors. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the COMMISSION's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, an estimated \$4,928,729 for Phase I. Phase II costs and funds have not yet been determined, but SANBAG and CITY project funding is anticipated to be consistent with Attachment A. The actual cost of a specific phase may ultimately vary and cause the total project cost to change from the estimate provided in Attachment A. However, the total project cost, exclusive of the CITY provided services specified in Part IV of this AGREEMENT, is to be borne solely by the COMMISSION.
- C. To execute appropriate agreements with other cities and agencies to facilitate and coordinate the completion of the PROJECT.
- D. To certify the California Environmental Quality Act Notice of Exemption (CEQA NOE) and coordinate with Caltrans to certify the National Environmental Policy Act Categorical Exclusion (NEPA CE).
- E. To designate a Project Manager to represent COMMISSION through whom all communications between the Parties shall be channeled.
- F. To provide CITY with a proposed project schedule to complete the PROJECT.
- G. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- H. To perform the design and construction in accordance with State and Federal standards and practices.
- I. To include CITY in design decisions that could impact CITY's general plans and esthetic considerations.

- J. To make all PROJECT work performed by COMMISSION available for review and comment by CITY, and COMMISSION and CITY shall review all comments received by the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.
- K. To apply for encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT.
- L. To obtain, all necessary PROJECT permits, agreements and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements shall constitute part of the PROJECT cost.
- M. To identify the utilities within the PROJECT area and coordinate with the utility companies to determine their location, and if necessary their relocation.
- N. To provide written notice to CITY upon COMMISSION's determination that the Project is substantially completed in accordance with the plans and specifications. For the purposes of this Agreement, "substantially completed" shall mean that the PROJECT can be reasonably used for its intended purposes, notwithstanding that certain nonmaterial work remains to be completed, it being understood that COMMISSION shall promptly pursue the completion of such nonmaterial work.
- O. Upon completion of construction of PROJECT, COMMISSION shall deliver to CITY a complete set of redline "as-built" plans of the PROJECT.

IV. **CITY RESPONSIBILITIES:**

CITY agrees:

- A. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the PROJECT documents.
- B. To distribute PROJECT submittals for review and comment to CITY departments that are responsible for streets, sewers, water, drainage, traffic, land development, and planning.
- C. To review and comment, at no cost to the PROJECT, on all PROJECT work performed by COMMISSION. CITY shall transmit all review comments to COMMISSION within 20 working days after the submittal is received by CITY. If comments are not provided by the 20th working day, COMMISSION will deem the submittals approved by CITY and shall notify CITY of its intention to move forward with PROJECT execution. CITY agrees the submittals may be in the form of plans, specifications, estimates, reports, studies, environmental documents or other PROJECT-related submittals requiring CITY review and comment. COMMISSION and CITY shall review all comments received regarding the PROJECT and mutually agree to which comments shall be incorporated into the PROJECT.

- D. To provide encroachment permits authorizing entry of COMMISSION and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and construction activities required by the PROJECT at no cost to the PROJECT.
- E. To provide all City permits and waive City fees required to construct the PROJECT. COMMISSION/contractor(s) shall obtain and pay the fees for all other non-City permits required for the construction of the PROJECT.
- F. To prepare CITY staff reports for city council consideration and COMMISSION agrees to provide supporting documentation for the staff reports.
- G. CITY agrees to exempt COMMISSION from plan check fees for submittal reviews.
- H. CITY agrees it will issue zero fee encroachment, traffic control, and street cut permits or other permits required by the CITY to perform investigative activities required by the PROJECT.
- I. CITY agrees to provide at no cost to the PROJECT existing improvement plans, and standard plans and specifications.
- J. CITY agrees to provide COMMISSION copies of the franchise/utility agreements for the utilities in the PROJECT area for the purposes of determining prior rights and estimating utility relocation costs.
- K. CITY agrees it will invoke its franchise/utility agreements and have its prior rights imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. CITY will formally inform the utilities of CITY's prior rights and request the relocation of utilities pursuant to the franchise/utility agreements.
- L. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from COMMISSION that the PROJECT is substantially completed as described by Paragraph "N" in Section III, which acceptance shall not be unreasonably withheld or delayed. Withholding or delaying acceptance because of nonmaterial work remaining to be completing shall be deemed unreasonable.

V. MUTUAL RESPONSIBILITIES:

- A. The scope of the PROJECT is depicted in Attachment B "Conceptual Layout". The scope of Phase I improvements is an "estimate" of improvements and is subject to change. To adhere to available funding limits for Phase I, as shown in Attachment A, certain improvements in Phase I may be deferred to Phase II.
- B. CITY agrees COMMISSION is completing project management, environmental, PS&E, ROW, construction management, procurement and oversight of a construction contractor to complete the PROJECT. COMMISSION will complete these tasks using COMMISSION staff or contracted services.
- C. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT. It is understood and

agreed that, pursuant to Government Code Section 895.4, COMMISSION shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COMMISSION under or in connection with any work, authority or jurisdiction delegated to COMMISSION under this AGREEMENT.

- D. Neither COMMISSION nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless COMMISSION its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.
- E. This Agreement shall continue in full force and effect through completion and closeout of the PROJECT or on December 31, 2020, whichever is earlier in time. Should any claims arising out of PROJECT be asserted against one of the PARTIES, the PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.
- F. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- G. COMMISSION is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of

five (5) years from the later of: (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.

- K. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized and executed by both PARTIES.
- M. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
  - a. If to CITY:
    - City of Montclair
    - 5111 Benito Street
    - Montclair, CA 91763
    - Attention: Michael C. Hudson
    - Public Works Director/City Engineer
  - b. If to SANBAG:
    - San Bernardino Associated Governments
    - 1170 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor
    - San Bernardino, CA 92410
    - Attention: Garry Cohoe
    - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.
- R. Attachments A and B are attached to and incorporated into this AGREEMENT.

**SIGNATURE PAGE TO  
COOPERATIVE AGREEMENT NO. 15-1001127  
BETWEEN  
SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION  
AND  
CITY OF MONTCLAIR**

**SAN BERNARDINO COUNTY  
TRANSPORTATION COMMISSION**

**CITY OF MONTCLAIR**

By: \_\_\_\_\_  
Raymond W. Wolfe  
Executive Director

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

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

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

**ATTEST:**

By: \_\_\_\_\_  
Deputy City Clerk

**APPROVED AS TO FORM AND PROCEDURE:**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

By: \_\_\_\_\_  
Diane Robbins  
City Attorney

**ATTACHMENT A  
PROJECT FUNDING TABLE**

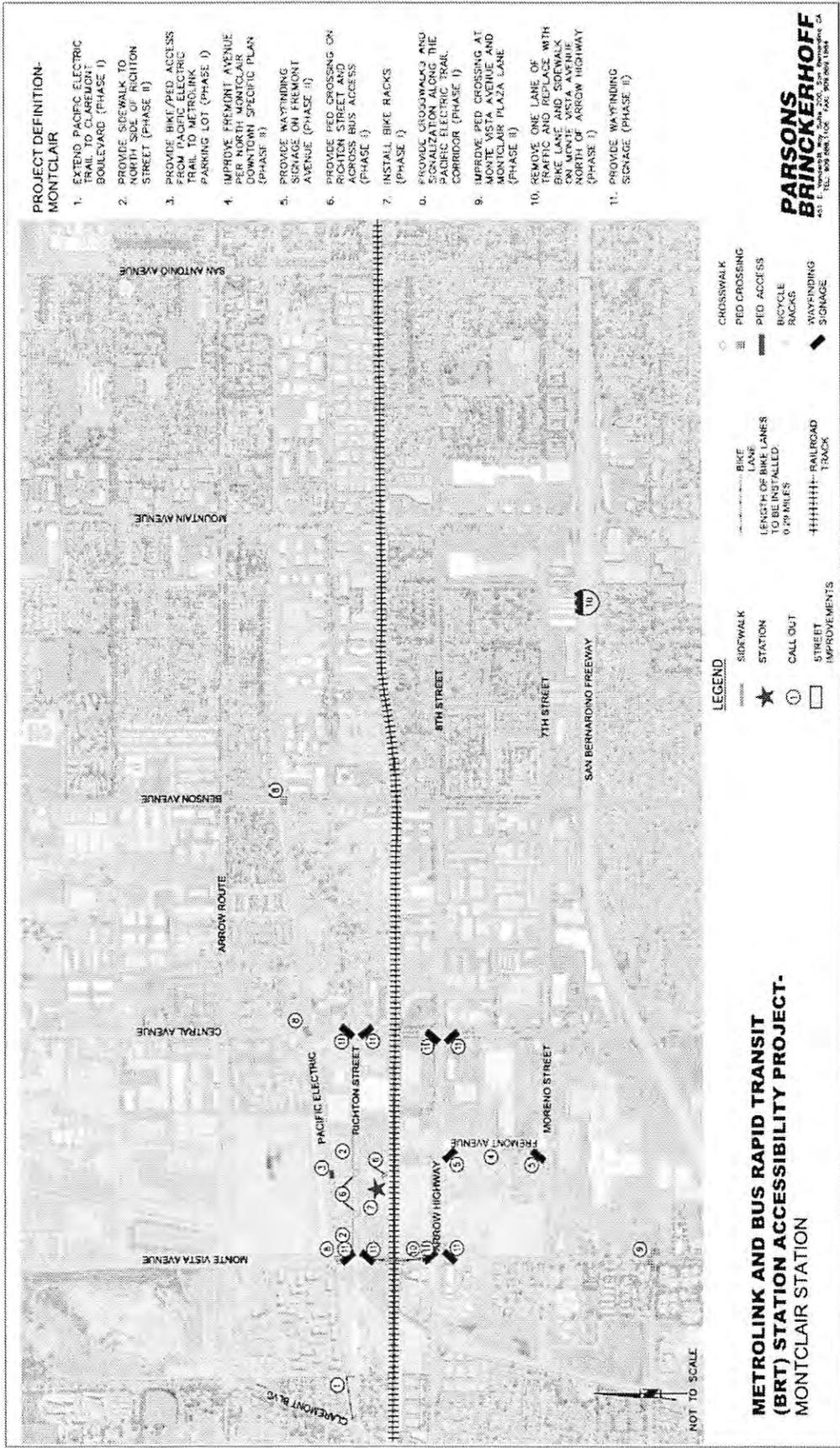
Phase I

<b>Fund</b>	<b>Amount</b>
Active Transportation Program (ATP) – Federal Grant Funds	\$4,678,729
TDA Article 3 Funds	\$250,000
City	City Incurred Costs

Funding Table represents entire ATP Project Funding – Phase I for all stations.

Phase II - to be determined

## ATTACHMENT B CONCEPTUAL LAYOUT



## AGENDA REPORT

---

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-14 WITH MONTE VISTA WATER DISTRICT FOR IMPROVEMENTS RELATED TO THE MONTE VISTA AVENUE/UNION PACIFIC RAILROAD GRADE SEPARATION PROJECT	<b>DATE:</b> February 1, 2016 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 5 <b>FILE I.D.:</b> STA110 <b>DEPT.:</b> PUBLIC WORKS
--	---

---

---

**REASON FOR CONSIDERATION:** When utility relocation work is included in a federally funded project, such as the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project, and the utility relocation is to be paid for with project funds, Caltrans requires the project sponsor and the utility to enter into an agreement for the work. Agreements with the City require City Council approval.

A copy of proposed Agreement No. 16-14 with Monte Vista Water District is attached for the City Council's review and consideration.

**BACKGROUND:** Construction of the Monte Vista Avenue/Union Pacific Grade Separation Project (Project) requires the relocation of multiple utilities, including water lines owned by Monte Vista Water District (MVWD). All utilities are located within street right-of-way, or franchise. Utilities located in franchise must be relocated at the utility owner's expense unless the owner can establish its rights are superior to the City's.

MVWD has claimed superior rights and provided adequate documentation to establish those rights to the satisfaction of the City. Since MVWD facilities will require relocation in order to construct the Project, Caltrans requires that the City and MVWD enter into an agreement detailing the work to be done, financial liability for that work, and various general conditions. Caltrans has also established the format for the agreement, which was used for Agreement No. 16-14.

**FISCAL IMPACT:** Similar to the Ramona Avenue/Union Pacific Railroad Grade Separation Project constructed six years ago, it had always been expected that the relocation of MVWD facilities would be considered a project cost. The current estimated cost of the Project is \$19 million, with the water line relocation work being an estimated \$550,000 of that cost. Federal funding for the Project is provided through San Bernardino Associated Governments and will be administered by that agency. The funding source for the local match of approximately 20 percent will come from a combination of Measure I and Gas Tax funds, as available.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 16-14 with Monte Vista Water District for improvements related to the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project.

---

---

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

---

---

**Utility Agreement**

County	Route	Post Mile	Project #
San Bernardino	Monte Vista Ave	N / A	MONT1501
<b>Fed. Aid No.</b>	PNRSL – 5326 (016)		
<b>Owner's File #</b>			
<b>Federal Participation</b>	<b>On the Project</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	<b>On the Utilities</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

**UTILITY AGREEMENT No. 16-14**

The City of Montclair, hereinafter called "CITY," proposes to grade separate the at-grade crossing of the Union Pacific Railroad of Monte Vista Avenue, in the City of Montclair, San Bernardino, California,

And: Monte Vista Water District  
 10575 Central Avenue  
 Montclair, CA 91763

hereinafter called "OWNER," owns and maintains the following facilities within the limits of the CITY's project that requires relocation of said facilities to accommodate the CITY's project.

**Location 1: (Monte Vista County Water District Plan No. F90)**

12-inch water line installed longitudinally in Monte Vista Avenue.

**Location 2: (Monte Vista County Water District Plan Nos. F93 & G102)**

12-inch water line installed longitudinally in Monte Vista Avenue.

It is hereby mutually agreed that:

**I. WORK TO BE DONE;**

In accordance with Notice to Owner No. 16-14, dated, February 1, 2016, CITY shall relocate OWNER's facilities located within the Monte Vista Avenue Grade Separation project limits and provide for future facility access through the overhead structure; as shown on CITY's Contract Plans for the improvement of Monte Vista Avenue Grade Separation, which by this reference are made part hereof. OWNER shall acknowledge review of CITY's plans and specifications for work and agrees to the construction in the manner proposed by signing OWNER signature block(s) on CITY's plans and specifications.

Deviations from the plan described above initiated by either the CITY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the CITY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

OWNER shall have the right to inspect the work by CITY's contractor during construction. Upon completion of the work by CITY, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to CITY ownership of the replaced facilities.

## **II. LIABILITY FOR WORK;**

The existing facilities described in Section I. are located in their present position pursuant to rights superior to those of the CITY and will be relocated at CITY's expense.

## **III. PERFORMANCE OF WORK;**

CITY's performance of work shall not commence prior to CITY receiving OWNER's signature on CITY's Contract Plans and Specifications.

OWNER shall have access to all phases of the relocation work to be performed by CITY for purposes of inspection to ensure that the work is in accordance with the specifications contained in the CITY's Contract Plans; however, all questions regarding the work being performed will be directed to CITY's Resident Engineer for their evaluation.

Final disposition of CITY's performance of work must be approved in writing by both CITY and OWNER.

## **IV. PAYMENT FOR WORK;**

The CITY shall perform the work under Section I above at no expense to OWNER.

It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the CITY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

## **V. GENERAL CONDITIONS;**

If CITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work, CITY will notify OWNER in writing, and CITY

reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

CITY's Resident Engineer shall submit a Notice of Completion to the CITY and OWNER within 30 days of the completion of the work described herein.

Upon completion of the work to be done by CITY in accordance with the above-mentioned plans and specifications, the new facilities shall become the property of OWNER and OWNER shall have the same rights in the new location that it had in the old location.

It is understood that said project is a Federal aid project and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, Buy American (BA), are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

IN WITNESS HEREOF, the above parties have executed this Agreement this 1st day of February, 2016.

**City of Montclair**

**Monte Vista Water District**

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

By: \_\_\_\_\_  
Mark N Kinsey  
General Manager

Attest:

By: \_\_\_\_\_  
Andrea M Phillips  
Deputy City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Diane E Robbins  
City Attorney

# AGENDA REPORT

---

<b>SUBJECT:</b>	CONSIDER ADOPTION OF RESOLUTION NO. 16-3109 AUTHORIZING SUPPORT FOR AN ENERGY PARTNERSHIP BETWEEN SOUTHERN CALIFORNIA EDISON, SOUTHERN CALIFORNIA GAS, AND SAN BERNARDINO ASSOCIATED GOVERNMENTS TO BE KNOWN AS SAN BERNARDINO REGIONAL ENERGY PARTNERSHIP	<b>DATE:</b>	February 1, 2016
		<b>SECTION:</b>	RESOLUTIONS
		<b>ITEM NO.:</b>	1
		<b>FILE I.D.:</b>	TRN530
		<b>DEPT.:</b>	PUBLIC WORKS

---

**REASON FOR CONSIDERATION:** The formation of a new partnership between Southern California Edison, Southern California Gas, and San Bernardino Associated Governments (SANBAG) was created in an effort to create new "energy efficiency" initiatives.

The San Bernardino Regional Energy Partnership (SBREP) supports "energy efficiency" initiatives, policies, and construction standards in order to ensure that San Bernardino communities follow and encourage sustainable practices and support local demand for electricity growth. It is expected that demand for electricity will continue to grow in the future to support a growing population and economy. Citizens and businesses spend significant amounts for energy.

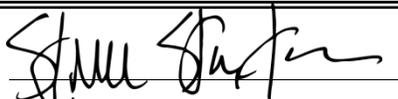
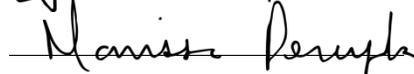
It makes sense economically and is good public policy to encourage energy efficiency in the City of Montclair and throughout the community. Energy efficiency programs enhance the environment by improving air quality, reducing greenhouse gases and other pollution, and conserving natural resources. It is vital for the community to keep spending locally and to encourage innovations in the behavior, building, and incorporation of energy into everyday business and personal lives. There is a growing movement within California communities and businesses to improve everyday practices and create more sustainable and "greener" cities.

The City Council is requested to consider adopting proposed Resolution No. 16-3109, a copy of which is attached, authorizing the City to support this new partnership.

**BACKGROUND:** Local Government Partnerships are collaborative partnerships amongst the Investor-Owned Utilities (IOUs), implementing organizations, and city and county partners that provide services and programs which promote energy-efficiency and sustainability to local governments and their communities. The key goals for LGPs are to increase energy efficiency in local government facilities, support the California Long Term Energy Efficiency Strategic Plan, and promote IOU core programs.

As a member of SANBAG, the City of Montclair will be represented through this partnership with Southern California Edison and Southern California Gas, supporting California's Long-Term Energy Efficiency Strategic Plan by meeting AB32/greenhouse gas reduction goals and providing California Public Utilities Commission (CPUC) regulatory guidance.

---

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

---

**FISCAL IMPACT:** There is no immediate fiscal impact to the City with the adoption of Resolution No. 16-3109. The Resolution only approves a partnership between Southern California Edison, Southern California Gas, and SANBAG forming the San Bernardino Regional Energy Partnership.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 16-3109 authorizing support for an energy partnership between Southern California Edison, Southern California Gas, and San Bernardino Associated Governments to be known as San Bernardino Regional Energy Partnership.

**RESOLUTION NO. 16-3109**

**A RESOLUTION OF THE CITY OF MONTCLAIR  
DECLARING SUPPORT FOR AN ENERGY PART-  
NERSHIP BETWEEN SOUTHERN CALIFORNIA  
EDISON, SOUTHERN CALIFORNIA GAS, AND SAN  
BERNARDINO ASSOCIATED GOVERNMENTS TO  
BE KNOWN AS "SAN BERNARDINO REGIONAL  
ENERGY PARTNERSHIP"**

**WHEREAS**, the San Bernardino Regional Energy Partnership ("SBREP") representing the participating City of Montclair supports "energy efficiency" initiatives, policies, and construction standards in order to ensure that our communities follow and encourage sustainable practices; and

**WHEREAS**, local demand for electricity has grown, and it is expected that demand for electricity will continue to grow in the near future to support a growing population and economy; and

**WHEREAS**, citizens and businesses spend significant amounts for energy, it makes economic sense and good public policy to encourage energy efficiency in the City of Montclair and our community; and

**WHEREAS**, energy efficiency programs enhance our environment by improving air quality, reducing greenhouse gases and other pollution, and conserving natural resources; and

**WHEREAS**, it is vital for our community to keep spending locally and to encourage innovations in the way we behave, build, and incorporate energy into our everyday business and personal lives; and

**WHEREAS**, there is a growing movement within California communities and businesses to improve everyday practices and create more sustainable and "greener" cities; and

**WHEREAS**, the communities comprised of the San Bernardino Regional Energy Partnership seek to promote innovative methods and state-of-the-art technologies used in the design and construction of new residential and commercial buildings within the region, in order to bring energy and natural resource consumption in line with our sustainability goals; and

**WHEREAS**, San Bernardino Associated Governments (SANBAG) has been identified by the participating partnership jurisdictions to enter into one agreement with Southern California Edison Company (SCE) and another agreement with Southern California Gas Company (SoCalGas) on their behalf to represent them and implement the activities of the participating jurisdictions of the San Bernardino Regional Energy Partnership; and

**WHEREAS**, San Bernardino Regional Energy Partnership brings together the City of Montclair, SCE, SoCalGas and the other member agencies in a cooperative program to promote energy efficiency, regional sustainability goals, and collaboration; and

**WHEREAS**, the City of Montclair has confirmed that their goals are consistent with the programs identified in SCE and SoCalGas' proposed Local Government Partnership programs.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Montclair hereby declares as follows:

1. That the above recitations are true and correct.
2. That the City of Montclair supports the mission of the San Bernardino Regional Energy Partnership.
3. That the City of Montclair supports a commitment to sustainable practices through energy efficiency, and will provide leadership and guidance in promoting, facilitating, and instituting such practices in the region.
4. That the City of Montclair supports and endorses the San Bernardino Regional Energy Partnership as an effective method to help meet long-term regional economic and environmental goals.
5. That the City of Montclair will name one or more individuals to the San Bernardino Regional Energy Partnership working group that will review progress regularly with SCE and SoCalGas.
6. That the City of Montclair, with the assistance of SCE, SoCalGas, and other member agencies will, identify energy efficiency programs and projects within municipal facilities and support implementation of community energy efficiency and sustainability goals within the City of Montclair.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

\_\_\_\_\_  
Mayor

**ATTEST:**

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

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3109 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, 2016, and that it was adopted by the following vote, to-wit:

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

\_\_\_\_\_  
Andrea M. Phillips  
Deputy City Clerk

# AGENDA REPORT

---

---

**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION  
NO. 16-3110 AUTHORIZING PLACEMENT  
OF LIENS ON CERTAIN PROPERTIES FOR  
DELINQUENT SEWER AND TRASH CHARGES

**DATE:** February 1, 2016

**SECTION:** RESOLUTIONS

**ITEM NO.:** 2

**FILE I.D.:** STB300-17

**DEPT.:** ADMIN. SVCS.

---

---

**REASON FOR CONSIDERATION:** Staff has identified 193 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

**BACKGROUND:** Ordinance No. 02-815 authorizes the placement of liens on properties on which delinquent civil debts have accrued and makes property owners responsible for delinquent sewer and trash charges accrued after the effective date of the Ordinance (March 1, 2002) for accounts in tenants' names. Prior to the City Council's adoption of Ordinance No. 02-815, property owners were responsible for only those accounts in their own names.

The 193 liens presented for approval are for accounts that are at least 90 days delinquent.

**FISCAL IMPACT:** Recoverable amount is \$53,780.20, plus \$4,053.00 for release of lien fees, plus \$9,650.00 in lien fees, for a total of \$67,483.20.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 16-3110 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

---

---

Prepared by:

*Cathy Graves*

Fiscal Impact  
Finance Review:

*Donald L. Parker*

Proofed by:

*Janet Kulbeck*

Reviewed and  
Approved By:

*[Signature]*

---

---

**RESOLUTION NO. 16-3110**

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

**WHEREAS**, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

**WHEREAS**, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

**WHEREAS**, it has been determined that there are 193 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

**WHEREAS**, the owners of these properties have received regular billing statements and late notices since the onset of such delinquencies; and

**WHEREAS**, the owners of these properties were notified on January 7, 2016, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, February 1, 2016.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - February 2016*, attached hereto.

**BE IT FURTHER RESOLVED** that the Deputy City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

---

Mayor

**ATTEST:**

---

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3110 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, 2016, and that it was adopted by the following vote, to-wit:

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

---

Andrea M. Phillips  
Deputy City Clerk

Exhibit A to Resolution No. 16-3110  
Report of Delinquent Civil Debts - February 2016

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4237	3rd Street	Residential	286.87	21.00	50.00	357.87
11225	Ada Avenue	Residential	434.70	21.00	50.00	505.70
11171	Ada Avenue	Residential	232.02	21.00	50.00	303.02
10360	Amherst Avenue	Multifamily	741.13	21.00	50.00	812.13
10431	Amherst Avenue	Multifamily	526.77	21.00	50.00	597.77
10421	Amherst Avenue	Multifamily	525.20	21.00	50.00	596.20
11151	Amherst Avenue	Residential	376.88	21.00	50.00	447.88
10207	Amherst Avenue	Residential	233.69	21.00	50.00	304.69
4320	Appaloosa Way	Residential	327.10	21.00	50.00	398.10
5490	Applegate Street	Residential	238.33	21.00	50.00	309.33
5598	Bandera Street	Residential	209.57	21.00	50.00	280.57
4624	Bandera Street	Multifamily	1,048.14	21.00	50.00	1,119.14
5075	Bandera Street	Residential	209.57	21.00	50.00	280.57
5105	Bandera Street	Residential	245.02	21.00	50.00	316.02
4432-34	Bandera Street	Multifamily	489.89	21.00	50.00	560.89
5243	Bandera Street	Residential	239.49	21.00	50.00	310.49
5231	Bandera Street	Residential	234.79	21.00	50.00	305.79
5205	Bandera Street	Residential	327.10	21.00	50.00	398.10
5209	Bandera Street	Residential	257.73	21.00	50.00	328.73
5217	Bandera Street	Residential	242.35	21.00	50.00	313.35
5239	Bandera Street	Residential	232.01	21.00	50.00	303.01
5097	Bandera Street	Residential	209.57	21.00	50.00	280.57
5230	Bandera Street	Residential	312.23	21.00	50.00	383.23
10145	Bel Air Avenue	Residential	234.78	21.00	50.00	305.78
10205	Bel Air Avenue	Residential	255.28	21.00	50.00	326.28
10148	Bel Air Avenue	Residential	382.45	21.00	50.00	453.45
10551	Belgian Place	Residential	234.78	21.00	50.00	305.78
5206	Benito Street	Commercial	235.70	21.00	50.00	306.70
5196	Benito Street	Commercial	238.65	21.00	50.00	309.65
10248	Benson Avenue	Residential	278.14	21.00	50.00	349.14
4531	Bodega Court	Residential	248.14	21.00	50.00	319.14
4534	Bodega Court	Residential	230.30	21.00	50.00	301.30
11339	Brunswick Lane	Residential	237.58	21.00	50.00	308.58
11419	Brunswick Lane	Residential	237.30	21.00	50.00	308.30
10978	Buckingham Way	Residential	234.78	21.00	50.00	305.78
10203	Camulos Avenue	Residential	242.51	21.00	50.00	313.51
10224	Camulos Avenue	Residential	245.89	21.00	50.00	316.89
10234	Camulos Avenue	Residential	312.75	21.00	50.00	383.75
10259	Camulos Avenue	Residential	234.78	21.00	50.00	305.78
10233	Camulos Avenue	Residential	288.71	21.00	50.00	359.71

Exhibit A to Resolution No. 16-3110  
Report of Delinquent Civil Debts - February 2016

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
11409	Cannery Row	Residential	237.30	21.00	50.00	308.30
4924	Canoga Street	Residential	317.55	21.00	50.00	388.55
5014	Canoga Street	Residential	234.78	21.00	50.00	305.78
5068	Canoga Street	Residential	269.19	21.00	50.00	340.19
11253	Carriage Avenue	Residential	260.73	21.00	50.00	331.73
11158	Carriage Avenue	Residential	234.78	21.00	50.00	305.78
11190	Carriage Avenue	Residential	363.51	21.00	50.00	434.51
11178	Carrillo Avenue	Residential	232.01	21.00	50.00	303.01
9802	Central Avenue	Commercial	1,607.11	21.00	50.00	1,678.11
11347	Chandler Lane	Residential	241.43	21.00	50.00	312.43
11363	Chandler Lane	Residential	228.32	21.00	50.00	299.32
4447	Clair Street	Residential	271.79	21.00	50.00	342.79
4337	Clair Street	Residential	261.98	21.00	50.00	332.98
4397	Clair Street	Residential	232.01	21.00	50.00	303.01
10231	Coalinga Avenue	Residential	234.78	21.00	50.00	305.78
11148	Coalinga Avenue	Residential	237.18	21.00	50.00	308.18
10160	Columbine Avenue	Residential	356.91	21.00	50.00	427.91
11370	Cumberland Lane	Residential	237.56	21.00	50.00	308.56
11469	Cumberland Lane	Residential	237.56	21.00	50.00	308.56
11360	Dartmouth Lane	Residential	250.19	21.00	50.00	321.19
11440	Dartmouth Lane	Residential	237.46	21.00	50.00	308.46
10236	Del Mar Avenue	Residential	234.79	21.00	50.00	305.79
4506	Donner Court	Residential	234.74	21.00	50.00	305.74
4522	Donner Court	Residential	232.01	21.00	50.00	303.01
11159	Essex Avenue	Residential	234.78	21.00	50.00	305.78
4628	Evert Street	Residential	239.31	21.00	50.00	310.31
4665	Evert Street	Senior	209.68	21.00	50.00	280.68
4133	Evert Street	Residential	241.82	21.00	50.00	312.82
4760	Evert Street	Residential	234.78	21.00	50.00	305.78
4664	Evert Street	Residential	268.82	21.00	50.00	339.82
4705	Evert Street	Residential	342.49	21.00	50.00	413.49
11366	Fairfax Lane	Residential	237.58	21.00	50.00	308.58
11460	Fairfax Lane	Residential	241.43	21.00	50.00	312.43
11370	Fairfax Lane	Residential	219.21	21.00	50.00	290.21
4703	Fauna Street	Residential	234.78	21.00	50.00	305.78
4932	Fauna Street	Residential	236.66	21.00	50.00	307.66
4738	Fauna Street	Residential	241.75	21.00	50.00	312.75
4456	Fauna Street	Residential	234.78	21.00	50.00	305.78
4219	Fauna Street	Residential	234.78	21.00	50.00	305.78
4244	Fauna Street	Residential	234.78	21.00	50.00	305.78

Exhibit A to Resolution No. 16-3110  
Report of Delinquent Civil Debts - February 2016

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4267	Fauna Street	Residential	327.10	21.00	50.00	398.10
4952	Fauna Street	Residential	380.92	21.00	50.00	451.92
4256	Fauna Street	Residential	249.45	21.00	50.00	320.45
4849	Fauna Street	Residential	255.88	21.00	50.00	326.88
8907-09	Felipe Avenue	Multifamily	489.89	21.00	50.00	560.89
10232	Felipe Avenue	Residential	266.88	21.00	50.00	337.88
8919-21	Felipe Avenue	Multifamily	268.14	21.00	50.00	339.14
10242	Felipe Avenue	Residential	254.89	21.00	50.00	325.89
10444	Felipe Lane	Residential	209.57	21.00	50.00	280.57
5382	Flora Street	Residential	246.57	21.00	50.00	317.57
5051	Flora Street	Residential	251.98	21.00	50.00	322.98
5175	Flora Street	Residential	242.96	21.00	50.00	313.96
4932	Flora Street	Residential	272.03	21.00	50.00	343.03
4704	Flora Street	Residential	226.38	21.00	50.00	297.38
5083	Flora Street	Residential	232.67	21.00	50.00	303.67
10945	Fremont Avenue	Multifamily	262.49	21.00	50.00	333.49
10253	Fremont Avenue	Residential	237.43	21.00	50.00	308.43
11049	Fremont Avenue	Residential	246.10	21.00	50.00	317.10
10149	Galena Avenue	Residential	234.78	21.00	50.00	305.78
10150	Galena Avenue	Residential	254.05	21.00	50.00	325.05
10161	Geneva Avenue	Residential	234.78	21.00	50.00	305.78
10192	Greenwood Avenue	Residential	234.94	21.00	50.00	305.94
11335	Halifax Lane	Residential	237.90	21.00	50.00	308.90
3792	Hampton Drive	Residential	267.06	21.00	50.00	338.06
3960	Hampton Drive	Residential	239.56	21.00	50.00	310.56
5230	Hanover Way	Residential	232.01	21.00	50.00	303.01
11418	Hartford Lane	Residential	237.58	21.00	50.00	308.58
4103	Howard Street	Residential	234.78	21.00	50.00	305.78
4910	Howard Street	Residential	260.74	21.00	50.00	331.74
4341	Howard Street	Residential	234.79	21.00	50.00	305.79
10244	Kimberly Avenue	Residential	283.55	21.00	50.00	354.55
10274	Kimberly Avenue	Residential	220.25	21.00	50.00	291.25
10386	Kimberly Avenue	Multifamily	988.18	21.00	50.00	1,059.18
10236	Kimberly Avenue	Residential	234.78	21.00	50.00	305.78
11096	Kimberly Avenue	Residential	247.65	21.00	50.00	318.65
5019	Kingsley Street	Residential	236.03	21.00	50.00	307.03
4671	Kingsley Street	Multifamily	445.99	21.00	50.00	516.99
4793	Kingsley Street	Multifamily	201.44	21.00	50.00	272.44
5242	Kingsley Street	Residential	234.78	21.00	50.00	305.78
5003	Kingsley Street	Residential	234.78	21.00	50.00	305.78

Exhibit A to Resolution No. 16-3110  
Report of Delinquent Civil Debts - February 2016

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4909	Kingsley Street	Residential	234.78	21.00	50.00	305.78
11354	Kingston Lane	Residential	250.19	21.00	50.00	321.19
10360-62	Lehigh Avenue	Multifamily	224.81	21.00	50.00	295.81
4839	Mane Street	Residential	235.06	21.00	50.00	306.06
4846	Mane Street	Residential	236.55	21.00	50.00	307.55
4427	Mane Street	Residential	209.57	21.00	50.00	280.57
4555	Mane Street	Residential	237.53	21.00	50.00	308.53
4855	Mane Street	Residential	234.26	21.00	50.00	305.26
4428	Mane Street	Residential	201.62	21.00	50.00	272.62
4908	Manzanita Street	Residential	232.01	21.00	50.00	303.01
10231	Marion Avenue	Residential	203.87	21.00	50.00	274.87
10269	Marion Avenue	Residential	415.85	21.00	50.00	486.85
11325	Marquette Lane	Residential	206.90	21.00	50.00	277.90
10231	Mills Avenue	Residential	239.40	21.00	50.00	310.40
10189	Mills Avenue	Residential	209.57	21.00	50.00	280.57
3788	Millstone Lane	Residential	233.89	21.00	50.00	304.89
5239	Monte Verde Street	Residential	234.78	21.00	50.00	305.78
10290	Monte Vista Avenue	Senior	252.55	21.00	50.00	323.55
10235	Monte Vista Avenue	Residential	296.71	21.00	50.00	367.71
10557	Morgan Circle	Residential	234.78	21.00	50.00	305.78
10557	Mustang Circle	Senior	411.93	21.00	50.00	482.93
10217	Oak Glen Avenue	Residential	422.48	21.00	50.00	493.48
10163	Oak Glen Avenue	Senior	226.25	21.00	50.00	297.25
10166	Oak Glen Avenue	Residential	312.61	21.00	50.00	383.61
10604	Oak Glen Avenue	Residential	227.15	21.00	50.00	298.15
4595	Oakdale Street	Residential	209.57	21.00	50.00	280.57
5422	Orchard Street	Residential	234.78	21.00	50.00	305.78
5097	Orchard Street	Residential	232.97	21.00	50.00	303.97
5585	Orchard Street	Residential	206.05	21.00	50.00	277.05
3789	Peachwood Drive	Residential	291.22	21.00	50.00	362.22
10124	Poulsen Avenue	Residential	209.57	21.00	50.00	280.57
10154	Poulsen Avenue	Residential	218.74	21.00	50.00	289.74
10245	Poulsen Avenue	Residential	240.75	21.00	50.00	311.75
11210	Poulsen Avenue	Residential	402.53	21.00	50.00	473.53
10206	Pradera Avenue	Residential	234.78	21.00	50.00	305.78
4660	Rawhide Street	Residential	232.01	21.00	50.00	303.01
4668	Rawhide Street	Residential	234.78	21.00	50.00	305.78
4791	Rawhide Street	Residential	209.57	21.00	50.00	280.57
4643	Rawhide Street	Residential	255.82	21.00	50.00	326.82

Exhibit A to Resolution No. 16-3110  
Report of Delinquent Civil Debts - February 2016

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
11442	Rockford Lane	Residential	237.58	21.00	50.00	308.58
5177	San Antonio Way	Residential	234.78	21.00	50.00	305.78
11052	San Juan Way	Residential	234.78	21.00	50.00	305.78
10993	San Juan Way	Residential	206.05	21.00	50.00	277.05
11014	San Miguel Way	Residential	234.78	21.00	50.00	305.78
11020	San Pasqual Avenue	Residential	236.88	21.00	50.00	307.88
11143	San Pasqual Avenue	Residential	240.18	21.00	50.00	311.18
11153	San Pasqual Avenue	Residential	268.36	21.00	50.00	339.36
11008	San Pasqual Avenue	Residential	326.04	21.00	50.00	397.04
10221	Santa Anita Avenue	Residential	234.78	21.00	50.00	305.78
10204	Santa Anita Avenue	Residential	312.71	21.00	50.00	383.71
10133	Santa Anita Avenue	Residential	234.78	21.00	50.00	305.78
10298	Santa Anita Avenue	Residential	426.78	21.00	50.00	497.78
10183	Santa Anita Avenue	Residential	234.74	21.00	50.00	305.74
10290	Saratoga Avenue	Residential	209.57	21.00	50.00	280.57
5554	Shirley Lane	Residential	350.43	21.00	50.00	421.43
5533	Shirley Lane	Residential	358.16	21.00	50.00	429.16
11011	Stallion Avenue	Residential	234.78	21.00	50.00	305.78
10289	Tudor Avenue	Residential	245.74	21.00	50.00	316.74
10115	Vernon Avenue	Residential	234.78	21.00	50.00	305.78
10431	Vernon Avenue	Residential	235.91	21.00	50.00	306.91
5533	Vernon Court	Residential	260.73	21.00	50.00	331.73
5555	Vernon Court	Residential	232.01	21.00	50.00	303.01
4230	Via Amore	Residential	234.78	21.00	50.00	305.78
4191	Via Napoli	Residential	301.64	21.00	50.00	372.64
10446	Via Palma	Residential	339.45	21.00	50.00	410.45
11053	Wesley Avenue	Residential	236.76	21.00	50.00	307.76
11178	Whitewater Avenue	Residential	234.78	21.00	50.00	305.78
10995	Whitewater Avenue	Residential	275.01	21.00	50.00	346.01
4536	Yosemite Drive	Residential	241.55	21.00	50.00	312.55
4548	Yosemite Drive	Residential	315.87	21.00	50.00	386.87
4515	Yosemite Drive	Residential	234.78	21.00	50.00	305.78
4542	Yosemite Drive	Residential	220.25	21.00	50.00	291.25
10472	Yosemite Drive	Residential	204.26	21.00	50.00	275.26
<b>Totals:</b>			<b>\$53,780.20</b>	<b>\$4,053.00</b>	<b>\$9,650.00</b>	<b>\$67,483.20</b>

# AGENDA REPORT

---

---

**SUBJECT:** CONSIDER ADOPTION OF RESOLUTION NO. 16-3111 AUTHORIZING FILING OF APPLICATION, VERIFICATION THAT SUFFICIENT FUNDS ARE AVAILABLE, AND THAT ALL OTHER MATTERS PREREQUISITE TO AWARDING CONTRACT FOR CONSTRUCTION OF THE MONTE VISTA AVENUE GRADE SEPARATION PROJECT HAVE BEEN OR WILL BE UNDERTAKEN

**DATE:** February 1, 2016

**SECTION:** RESOLUTIONS

**ITEM NO.:** 3

**FILE I.D.:** STA110

**DEPT.:** PUBLIC WORKS

---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider adoption of Resolution No. 16-3111 authorizing the City to file an application verifying that sufficient funds are available and that all other matters prerequisite to awarding contract for construction of the Monte Vista Avenue Grade Separation Project have been or will be undertaken.

**BACKGROUND:** The Grade Separation Grant Program, administered by the California Public Utilities Commission (CPUC) and the California Department of Transportation (Caltrans), provides \$15 million each year to local agencies for the construction of grade separation projects. The CPUC develops a priority list of grade separation projects and local agencies with projects on the list submit a request for an allocation of funds from Caltrans to reimburse for the cost of construction.

The request must be accompanied by a resolution authorizing the filing of an application. A copy of proposed Resolution No. 16-3111 authorizing the City to submit a request for the allocation of funds for the Monte Vista Avenue Grade Separation Project is attached for the City Council's review and consideration.

**FISCAL IMPACT:** Resolution No. 16-3111 authorizes the City Manager to request a \$5.0 million allocation from the 2015/16 California Public Utilities Commission's Grade Separation Priority List. The City must have sufficient funds to cover the cost of construction in the budget for Fiscal Years 2016/17, 2017/18, and 2018/19. Caltrans will reimburse the City for the cost of construction up to \$5.0 million if the allocation of funds from the Grade Separation Priority List is approved.

Additional funding required for construction will include federal transportation funds managed by San Bernardino Associated Governments. Failure to adopt Resolution No. 16-3111 would result in a loss of the CPUC funding for the grade separation project.

**RECOMMENDATION:** Staff recommends the City Council adopt Resolution No. 16-3111 authorizing filing of application, verification that sufficient funds are available, and that all other matters prerequisite to awarding contract for construction of the Monte Vista Avenue Grade Separation Project have been or will be undertaken.

---

---

Prepared by: Marissa Perry Fiscal Impact Finance Review: Donald L. Parker

Proofed by: Marissa Perry Reviewed and Approved By: Marissa Perry

---

---

**RESOLUTION NO. 16-3111**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING FILING OF APPLICATION, VERIFICATION THAT SUFFICIENT FUNDS ARE AVAILABLE, AND THAT ALL OTHER MATTERS PREREQUISITE TO AWARDING THE CONTRACT FOR THE CONSTRUCTION OF THE MONTE VISTA AVENUE OVERPASS AT THE TRACKS OF THE UNION PACIFIC RAILROAD P.U.C. NO. B-517.40 AND 3-35.00 WILL BE UNDERTAKEN**

**WHEREAS**, Section 2456 of the Streets and Highways Code of the State of California requires that local agencies requesting allocations for railroad grade separation projects furnish evidence that sufficient funds from the local agency are available, and that all matters prerequisite to awarding the construction contract within a period of two (2) years of an allocation have been or can be taken care of within that time; and

**WHEREAS**, the 2016/17, 2017/18, and 2018/19 fiscal year budgets will provide for the City of Montclair's cash flow requirements and the City's share of the cost of the Monte Vista Avenue Overpass at the Union Pacific Railroad tracks, P.U.C. No. B-517.40 and 3-35.00; and

**WHEREAS**, the City of Montclair will obtain all necessary orders from the Public Utilities Commission of the State of California, execute all necessary agreements with the Union Pacific Railroad Company, acquire all necessary rights-of-way or obtain an order of the court granting to said City the immediate possession thereof, and accomplish all other requirements prerequisite to awarding a contract for construction of the overpass structure on Monte Vista Avenue at the Union Pacific Railroad Company tracks (Public Utilities Crossing B-517.40 and 3-35.00) in the City of Montclair, within a period two (2) years after the date the California Transportation of the State of California have made an allocation of funds to said construction project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Montclair does hereby declare as follows:

That the City Manager, as agent of the City, is authorized to file an application for a \$5.0 million allocation from the 2015/16 California Public Utilities Commission's Grade Separation Priority List. If said request for an allocation is not successful, the City Manager is authorized, as agent of the City, to file an application for a \$5.0 million allocation from either the 2016/17 or 2017/18 California Public Utilities Commission's Grade Separation Priority List; and

That sufficient funds will be available in the City of Montclair's 2016/17, 2017/18 and 2018/19 fiscal year budgets; and

That all matters prerequisite to awarding of the construction contract for the construction of said overpass structure on Monte Vista Avenue at the Union Pacific Railroad Company's tracks will be accomplished within two (2) years after the

allocation of funds for the project by the California Transportation Commission. City of Montclair intends to award the contract for the construction of said overpass structure on Monte Vista Avenue at the Union Pacific Railroad Company's tracks no later than two (2) years after the date that the California Transportation Commission has made an allocation of funds to said construction project; and

That the City Manager, as agent of the City, is authorized to conduct all negotiations, execute and submit all documents including but not limited to applications, agreements, amendments, payment requests, etc., which may be necessary for completion of the aforementioned project.

**APPROVED AND ADOPTED** this XX day of XX, 2016.

---

Mayor

**ATTEST:**

---

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3111 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, 2016, and that it was adopted by the following vote, to-wit:

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

---

Andrea M. Phillips  
Deputy City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR  
CODE ENFORCEMENT/PUBLIC SAFETY COMMITTEE  
HELD ON TUESDAY, JANUARY 19, 2016, AT  
6:15 P.M. IN THE CITY HALL CONFERENCE ROOM,  
5111 BENITO STREET, MONTCLAIR, CALIFORNIA**

---

**I. CALL TO ORDER**

Council Member Dutrey called the meeting to order at 6:15 p.m.

**II. ROLL CALL**

Present: Council Member Dutrey, Mayor Pro Tem Raft, City Manager Starr; Deputy City Manager/Executive Director, Office of Economic Development Staats; Police Captain Avels, Community Development Director Lustro, City Attorney Robbins, Senior Code Enforcement Officer Fondario.

**III. APPROVAL OF MINUTES**

**A. Minutes of Code Enforcement Committee Meeting of December 21, 2015**

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of December 21, 2015.

**IV. PUBLIC COMMENT**

None.

**V. OLD BUSINESS**

1. Request by Augusta Communities to enforce Vehicle Code within three mobile home parks (PS).

Captain Avels stated that Police Chief deMoet sent a copy of his staff report on the item to the property owner, Mr. Davis, to let him know that a survey would need to be done and we are waiting to hear back from Mr. Davis.

2. Letters to massage establishments and property owners (CE).

After several rounds of proofreading and fine tuning, the documents have been finalized and will go out in the mail on January 20. The total number of massage establishments in the City is 16, split evenly with eight establishments located in zones

where the new ordinance conditionally permits massage and eight in zones where massage is not permitted. The eight that are permitted will be required to obtain a CUP by August 2017, and the eight other establishments located where massage is not permitted will until the same month to relocate or cease operation. In the meantime, all massage technicians will be required to be licensed by CAMTC, all owners and managers must obtain an operator's permit, and every establishment must obtain a Certificate of Operation.

## **VI. NEW BUSINESS**

1. New enforcement strategy for "charitable" donation boxes in commercial parking lots (CE). Community Development Director Lustro updated the Committee that new legislation passed in 2015 prohibiting staff from proactively removing donation boxes placed on private property. Once staff became aware of the legislation, Code Enforcement began engaging owners of properties where the boxes showed up, explaining that they (the property owners) would be responsible for graffiti and other vandalism to the boxes, dumping of trash, debris and oversize items around the boxes, and homeless encampments around the boxes. Employing that strategy, Code Enforcement is "2 for 2" in having the donation boxes removed, so staff will continue using that strategy for now.

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

Senior Code Enforcement Officer Fondario updated the Committee on several problem properties, sharing copies of citations and photos.

## **VIII. NEXT MEETING**

The next meeting is scheduled for Tuesday, February 16, 2016, at 6:15 p.m. in the City Hall Conference Room.

## **IX. ADJOURNMENT**

At 6:41 p.m., Council Member Dutrey adjourned the Code Enforcement/Public Safety Committee.

Submitted for Code Enforcement/  
Public Safety Committee approval,



---

Laura Embree  
Recording Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON TUESDAY,  
JANUARY 19, 2016, AT 8:05 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

---

**I. CALL TO ORDER**

Mayor Pro Tem Raft called the meeting to order at 8:05 p.m.

**II. ROLL CALL**

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

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of January 4, 2016.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of January 4, 2016.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

At 8:06 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:30 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 8:30 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



---

Edward C. Starr  
City Manager