

CITY OF MONTCLAIR

**AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND
MONTCLAIR HOUSING CORPORATION MEETINGS**

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

September 21, 2009

7:00 p.m.

As a courtesy please silence your cell phones, pagers, and other electronic devices while the meeting is in session. Thank you.

The CC/RDA/MHC meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

I. CALL TO ORDER - City Council, Redevelopment Agency, and Montclair Housing Corporation

II. INVOCATION

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council Meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorse any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS - None

VI. PUBLIC COMMENT

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

Under the provisions of the Brown Act, the Council/Agency/ MHC is prohibited from taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS - None

VIII. CONSENT CALENDAR

A. Approval of Minutes

1. Minutes of Adjourned Joint Council/Agency Meeting of September 8, 2009 [CC/RDA]

2.	Minutes of Regular Joint Council/Agency/MHC Meeting of September 8, 2009 [CC/RDA/MHC]	
B. Administrative Reports		
1.	Consider Receiving and Filing of Treasurer's Report [CC]	4
2.	Consider Approval of Warrant Register and Payroll Documentation [CC]	5
3.	Consider Receiving and Filing of Treasurer's Report [RDA]	6
4.	Consider Approval of Warrant Register [RDA]	7
5.	Consider Receiving and Filing of Treasurer's Report [MHC]	8
6.	Consider Approval of Warrant Register [MHC]	9
7.	Consider Authorization to Advertise for Bid Proposals for the Central Avenue and Palo Verde Street Traffic Signal Improvement Project [CC]	10
8.	Consider "No Action" on Alcoholic Beverage Permit Application - Joe's Sushi [CC]	11
C. Agreements		
1.	Consider Approval of Agreement No. 09-82 with San Bernardino County to Receive Approximately \$7,225 in Nonmatching Funds from the Emergency Management Performance Grant Program [CC]	12
2.	Consider Approval of Agreement No. 09-89 with RBF Consulting to Update the City's General Plan Housing Element [CC]	22
D. Resolutions		
1.	Consider Adoption of Resolution No. 09-2815 Authorizing Mayor Paul M. Eaton to Sign Agreement No. 09-90, Program Supplement No. N004 to Administering Agency-State Agreement No. 08-5326R [CC]	68
IX. PULLED CONSENT CALENDAR ITEMS		
X. RESPONSE - None		
XI. COMMUNICATIONS		
A. City Attorney/Agency Counsel		
B. City Manager/Executive Director		
C. Mayor/Chairman		
D. Council/Agency Board		
E. Committee Meeting Minutes <i>(For Informational Purposes Only)</i>		
1.	Minutes of the Personnel Committee Meeting of September 8, 2009	76

XII. COUNCIL/AGENCY WORKSHOP

A. Presentation of Proposed Fire Department Reorganization

(Council/Agency may consider continuing this item to an adjourned joint meeting on Monday, October 5 2009, at 5:45 p.m. in the City Council Chambers).

XIII. ADJOURNMENT OF CITY COUNCIL AND REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, October 5, 2009, 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, Redevelopment Agency Board, or Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 625-9415. 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, Donna M. Jackson, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the south door of Montclair City Hall on September 17, 2009.

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 21, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 1

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

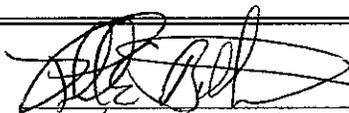
REASON FOR CONSIDERATION: State law requires the City Council to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending August 31, 2009.

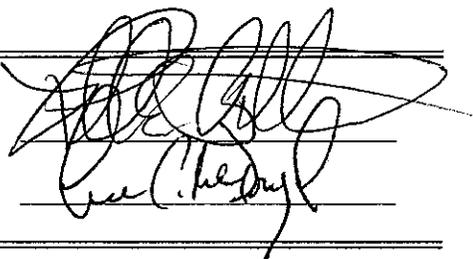
FISCAL IMPACT: Routine—report of City's cash and investments.

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending August 31, 2009.

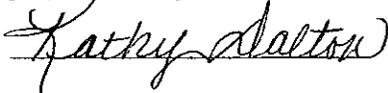
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

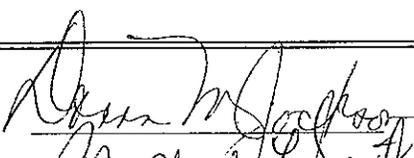
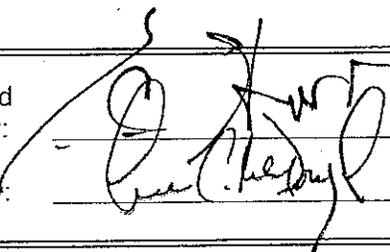
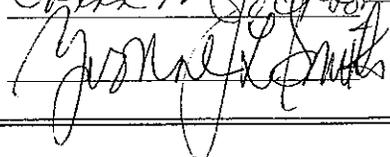
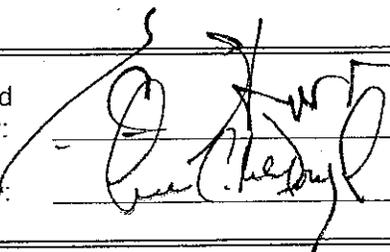
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: September 21, 2009
	SECTION: ADMIN. REPORT
	ITEM NO.: 2
BUSINESS PLAN: N/A	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Register dated September 21, 2009, and Payroll Documentation dated July 5, 2009, finds them to be in order and recommends their approval.

FISCAL IMPACT: The Warrant Register dated September 21, 2009, totals \$1,919,218.95. The Payroll Documentation dated July 5, 2009, totals \$638,287.84, with \$465,573.60 being the total cash disbursement.

RECOMMENDATION: Staff recommends the above-referenced Warrant Register and Payroll Documentation be approved as presented.

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

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 21, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 3

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN510

DEPT.: REDEVELOPMENT

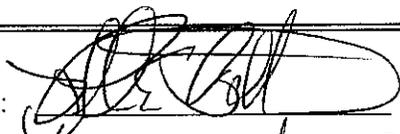
REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Treasurer's Report.

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending August 31, 2009.

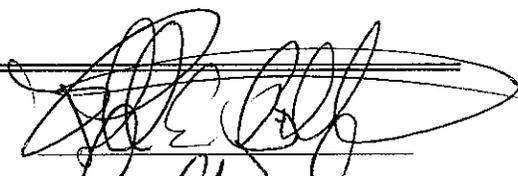
FISCAL IMPACT: Routine—report of the Agency's cash and investments.

RECOMMENDATION: Staff recommends the Agency Board of Directors receive and file the Treasurer's Report for the month ending August 31, 2009.

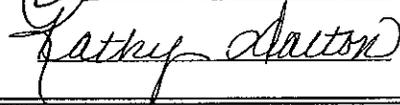
Prepared by:



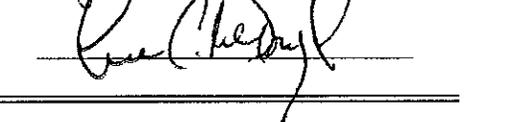
Reviewed and
Approved by:



Proofed by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: September 21, 2009
	SECTION: ADMIN. REPORTS
	ITEM NO.: 4
BUSINESS PLAN: N/A	FILE I.D.: FIN530
	DEPT.: REDEVELOPMENT

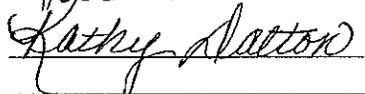
REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Warrant Register.

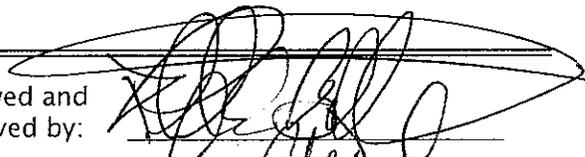
BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 08/01/09 - 08/31/09 in the amounts of \$6,269.39 for Project I; \$284.37 for Project II; \$1,064,080.31 for Project III; \$141,537.06 for Project IV; \$263,762.46 for Project V; and \$116,392.82 for Mission Boulevard Joint Redevelopment Project and finds it to be in order.

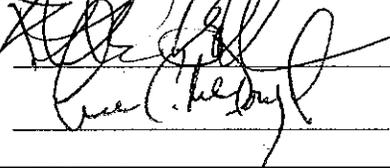
FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending August 31, 2009.

Prepared by: 

Proofed by: 

Reviewed and
Approved by: 

Presented by: 

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: September 21, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 5

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN525

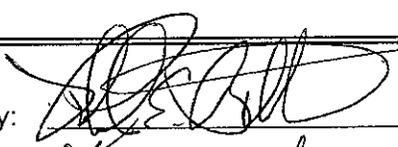
DEPT.: MHC

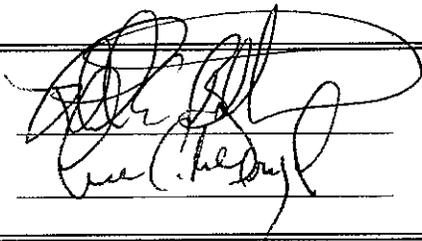
REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Treasurer's Report.

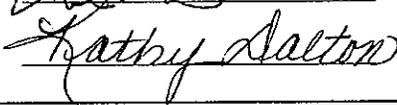
BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending August 31, 2009.

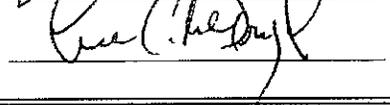
FISCAL IMPACT: Routine—report of the Montclair Housing Corporation's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending August 31, 2009.

Prepared by: 

Reviewed and
Approved by: 

Proofed by: 

Presented by: 

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: September 21, 2009
	SECTION: ADMIN. REPORTS
	ITEM NO.: 6
BUSINESS PLAN: N/A	FILE I.D.: FIN545
	DEPT.: MHC

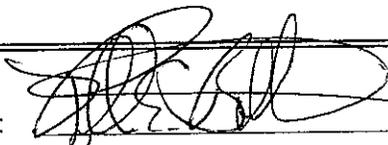
REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 08/01/09 - 08/31/09 in the amount of \$184,295.81 for the Montclair Housing Corporation and finds it to be in order.

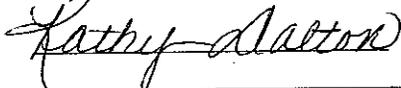
FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending August 31, 2009.

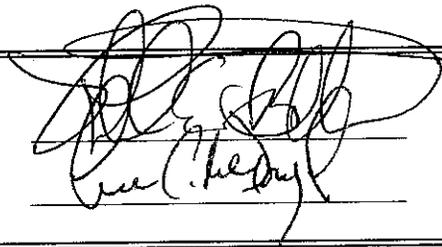
Prepared by:



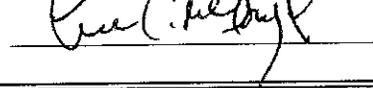
Proofed by:



Reviewed and
Approved by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR THE CENTRAL AVENUE AND PALO VERDE STREET TRAFFIC SIGNAL IMPROVEMENT PROJECT	DATE: September 21, 2009 SECTION: ADMIN. REPORTS ITEM NO.: 7 FILE I.D.: SSP091
BUSINESS PLAN: N/A	DEPT.: PUBLIC WORKS/RDA

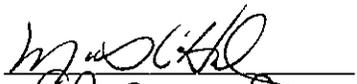
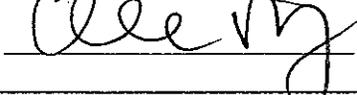
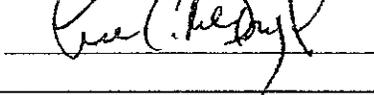
REASON FOR CONSIDERATION: Advertising for bid proposals is subject to Redevelopment Agency Board of Directors approval.

BACKGROUND: The Central Avenue and Palo Verde Street Traffic Signal Improvement Project is intended to provide traffic signal improvements to an existing City intersection.

Improvements include removal and replacement of the existing traffic signal heads, installation of traffic signal signing, and reprogramming an existing traffic controller to accommodate the new traffic patterns. The project is expected to improve driver safety within the Central Avenue/Palo Verde Street intersection.

FISCAL IMPACT: The cost of advertising this project should not exceed \$3,000. The work would be funded by the Redevelopment Agency. A request to reallocate funds from the Redevelopment Project Area No. V 1995 Tax Allocation Bond Issue would be made after bids have been opened and the actual cost is known.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors authorize staff to advertise for bid proposals for the Central Avenue and Palo Verde Street Traffic Signal Improvement Project.

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

AGENDA REPORT

SUBJECT: CONSIDER "NO ACTION" ON ALCOHOLIC BEVERAGE PERMIT APPLICATION - JOE'S SUSHI

DATE: September 21, 2009

SECTION: ADMIN. REPORTS

ITEM NO.: 8

BUSINESS PLAN: N/A

FILE I.D.: FLP025

DEPT.: ADMIN. SVCS.

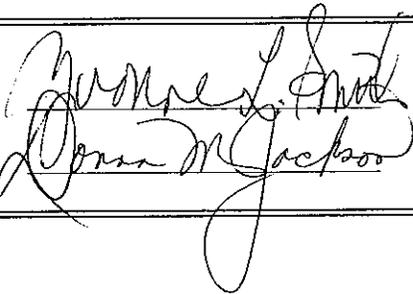
REASON FOR CONSIDERATION: Applications for Alcoholic Beverage Licenses are routinely presented to the City Council for review.

BACKGROUND: Mi Kyoung Jeong has applied for an "On-Sale Beer and Wine" license for Joe's Sushi, 5660 Holt Boulevard, Montclair, California.

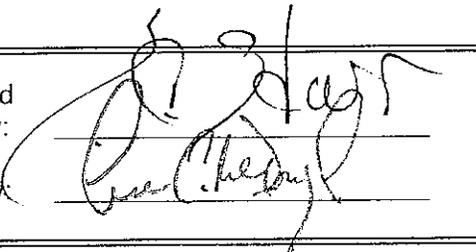
FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Staff recommends the City Council take "No action" on the California Department of Alcoholic Beverage Control Application for Alcoholic Beverage License(s) for Joe's Sushi, 5660 Holt Boulevard, Montclair, California.

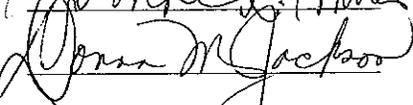
Prepared by:



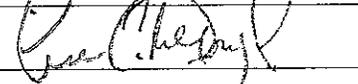
Reviewed and Approved by:



Proofed by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 09-82 WITH SAN BERNARDINO COUNTY TO RECEIVE APPROXIMATELY \$7,225 IN NONMATCHING FUNDS FROM THE EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM	DATE: September 21, 2009 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: EMR100 DEPT.: FIRE
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 09-82 with San Bernardino County to receive approximately \$7,225 in nonmatching funds from the Emergency Management Performance Grant (EMPG) Program.

BACKGROUND: The purpose of the EMPG Program is to increase the capabilities of local jurisdictions, which comprise the San Bernardino County Operational Area (OA), and to plan for, respond to, and recover from major emergencies and disasters. The EMPG Program provides resources to the OA for the development and implementation of the Standardized Emergency Management System/National Incident Management System within the County. The program also supports the Operational Area Coordinating Council with comprehensive emergency management planning and participation by county and cities/towns.

FISCAL IMPACT: Should the City Council approve Agreement No. 09-82, the City would receive approximately \$7,225 under the approved EMPG Program funding formula for Federal Fiscal Year 2009-10.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-82 with San Bernardino County to receive approximately \$7,225 in nonmatching funds from the Emergency Management Performance Grant Program.

Prepared by: <u> <i>T. Cant</i> </u>	Reviewed and Approved by: <u> <i>T. Cant</i> </u>
Proofed by: <u> <i>Mauri B...</i> </u>	Presented by: <u> <i>Ken Ched...</i> </u>

SAN BERNARDINO COUNTY OPERATIONAL AREA

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG)

FY2009 NOTICE OF INTEREST

1 Date of Filing: _____

2 Name of Jurisdiction. City of Montclair

3. **Statement of Available Funds:** The approved Emergency Management Performance Grant Program (EMPG) funding formula for FY2009 indicates the above named jurisdiction is eligible to approximately receive the following: \$ 7,225.

4 It is the intent of the jurisdiction to: **Accept** **Reject** the funds for which it is eligible.

5. **Conditions of Acceptance:** In accepting the EMPG funds, the jurisdiction agrees to meet the required criteria noted in the *San Bernardino County Operational Area (OA), EMPG Program Criteria*, and match EMPG funding on a dollar-for-dollar basis.

The jurisdiction will provide its match by:

Cash

In-Kind

Combination

6. **Conditions of Rejection:** In rejecting EMPG funds, the jurisdiction understands that it will not receive any EMPG funds distributed to the OA during FY2009.

7 **Payment of Funds:** The jurisdiction understands that the OA Lead Agency will disperse EMPG funds on an annual basis, or as funds are dispersed from the State.

8. **Program Compliance:** The jurisdiction understands that continued eligibility is contingent upon meeting the required criteria in the *San Bernardino County OA EMPG Program Criteria* document.

9 **Authorized Signature:**

Primary Representative

Date

**SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
OFFICE OF EMERGENCY SERVICES**

**FY2009 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM
SUB RECIPIENT AGREEMENT**

Name of Sub Recipient City of Montclair

Address: 5111 Benito Street

City: Montclair State: CA Zip Code: 91763

Telephone Number: (909) 447-3557

E-Mail Address: mdonley@cityofmontclair.org

In acceptance of the fiscal year 2009 Emergency Management Performance Grant Program funds, the above referenced Sub Recipient understands and agrees to the following Federal Grant Guides:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits

discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-2S5), 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) §§ 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 amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and 111 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide 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 interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), 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. §§ 327-33.3), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) 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.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the 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.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply 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.
16. Will comply 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 residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. Sub Recipient shall submit (to County Fire/OES) a copy of their procurement policies and adhere to such policies as specified in the OMB Circular, and shall comply with the financial and administrative requirements set forth in the current editions of the Office of Justice Programs (OJP) Financial Guide.
20. Sub Recipient shall attach Request for Proposals, bid advertisements, and/or a list of quotes from qualified vendors, etc. to Reimbursement Requests when procurement policies require such procedures in the purchasing of grant equipment.
21. Sub Recipient will not make any award or permit any award (sub-grant 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.." Sub Recipient is responsible to ensure that vendors and/or consultants are fully qualified for services and have not been debarred or suspended from the State. Suspended or debarred suppliers can be located on www.pd.dgs.ca.gov/smbus/suspendlist.htm.
22. Sub Recipient must maintain all payment documents and procurement records for grant purchases/expenditures for three (3) years after the close of the grant, which occurs when the California Emergency Management Agency (CalEMA) has filed the final report.
23. Sub Recipient shall immediately report to (County Fire/OES) all damaged, lost or stolen equipment/property that is purchased with grant funds per the OMB Circular. Sub Recipient must be complete and return the attached "Damaged, Lost, or Stolen Report Form" to County Fire/OES for reporting to the California Emergency Management Agency (CALEMA).

24. It shall be the responsibility of the Sub Recipient to track and maintain all equipment on a generally accepted accounting system. County Fire/OES will request periodic progress reports on the location and condition of grant purchased equipment to forward to CALEMA when necessary.

CERTIFICATIONS

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting 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 this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT):

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR, Part 17:

A. The applicant certifies that it and its principals:

- (1) 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;
- (2) 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;
- (3) 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 (A)(2) of this certification; and
- (4) 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

B. 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.

3. CERTIFICATIONS REGARDING DRUG-FREE WORKPLACE REQUIREMENTS: This certification commits the applicant to compliance with the certification requirements under 44 CFR, Part 17 *Government-wide Requirements for Drug-Free Workplace (Grants)*.

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying County Fire/OES in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

4. SWEATFREE CODE OF CONDUCT:

- a. All applicants contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the subgrant have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The applicant further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The applicant agrees to cooperate fully in providing reasonable access to the applicant's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

5. DOMESTIC PARTNERS: For subgrants executed or amended after July 1, 2004, the applicant may elect to offer domestic partner benefits to the applicant's employees in accordance with Public Contract Code section 10295.3. However, the applicant cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

TERMS AND CONDITIONS

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Applicant needs to be aware of the following provisions regarding current or former state employees. If subgrantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If applicant violates any provisions of above paragraphs, such action by applicant shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Applicant needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and applicant affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Applicant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. APPLICANT NAME CHANGE: An amendment is required to change the applicant's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the applicant shall not be:
 - (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and applicant may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the applicant has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

By signing this agreement, the Sub Recipient has read, understands, and agrees to the above terms. (The signator to this agreement should be an authorized individual with signature authority consistent with the actions required on these documents for the applying jurisdiction, e.g. an Elected Official, Mayor, City/Town Manager, Fire Chief or Police Chief, County Department Head, and/or Designee.)

Name (Print Please)

Title

Authorized Agent

Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 09-89 WITH RBF CONSULTING TO
UPDATE THE CITY'S GENERAL PLAN
HOUSING ELEMENT

DATE: September 21, 2009

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: GPL250

BUSINESS

PLAN: N/A

DEPT.: COMMUNITY DEV.

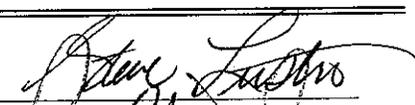
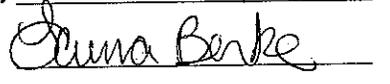
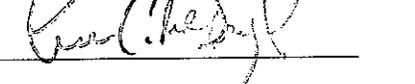
REASON FOR CONSIDERATION: Pursuant to state law, cities are required to update the Housing Element of the General Plan on a specified periodic basis.

BACKGROUND: The City's most recent Housing Element update was adopted by City Council in October 2000. However, the City's Housing Element has never been certified by the California Department of Housing and Community Development (HCD). The Housing Element must be updated to comply with the current Regional Housing Needs Assessment (RHNA) process and numerous statutory requirements that have been implemented since the Housing Element was last updated nine years ago.

Requests for Proposals (RFPs) to update the Housing Element were solicited from 12 consulting firms experienced in preparing Housing Elements. Six firms responded to the RFP, and four were interviewed by the Director of Community Development and City Planner. After a review of its extensive experience completing Housing Element updates for other cities, its working relationship with staff at HCD, positive references, and proposed staffing to complete the necessary work, RBF Consulting has been selected as the firm best qualified to prepare Montclair's Housing Element update based on its proposal dated June 8, 2009. RBF estimates that the process of preparing the update and submitting it to HCD for approval would take approximately six months, a project timeline that staff finds reasonable given the scope of work necessary.

FISCAL IMPACT: Pursuant to Agreement No. 09-89, the fee for preparing the Housing Element update would not exceed \$44,990. The update would be paid for with funds budgeted in the City's General Plan Maintenance account, which was established in April 2004 for the purpose of updating the General Plan. Funds in the account are generated by a 4 percent surcharge on all building permits. Accordingly, there would be no impact to the City's General Fund should the City Council approve this item.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-89 with RBF Consulting to update the City's General Plan Housing Element.

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

CITY OF MONTCLAIR
AGREEMENT FOR CONSULTANT SERVICES

UPDATE OF CITY OF MONTCLAIR HOUSING ELEMENT

THIS AGREEMENT is made effective as of September 22, 2009, between the City of Montclair, a municipal corporation ("City") and RBF Consulting, a California corporation, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on September 22, 2009, and shall remain and continue in effect for a period of eight (8) months until tasks described herein are completed, but in no event later than May 22, 2010, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks as requested in the Request for Proposal – Housing Element Update, dated May 11, 2009, and Consultant's Proposal dated June 8, 2009, attached as Exhibits "A" and "B" respectively. Consultant shall complete the above tasks according to the schedule of performance as set forth in Exhibit "B."

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

City's Community Development Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the tasks to be performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the tasks to be performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "A," attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Forty-Four Thousand Nine Hundred Ninety Dollars (\$44,990.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall total compensation exceed Ten Thousand Dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNIFICATION

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

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

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according

to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

10. INSURANCE

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

Commercial general liability at least as broad as ISO CG 0001 (per occurrence)	1,000,000
(General aggregate)	2,000,000
Commercial auto liability at least as broad as ISO CA 0001 (per accident)	1,000,000
Professional Liability (per claim and aggregate)	1,000,000
Worker's compensation	Statutory

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

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

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

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

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not, without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to

interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

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

16. NOTICES

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

To City: Steve Lustro, AICP
Community Development Director
City of Montclair
5111 Benito Street, P.O. Box 2308
Montclair, CA 91763

To Consultant: David Barquist, AICP
Senior Associate
RBF Consulting
14725 Alton Parkway
Irvine, CA 92618

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only David Barquist, AICP (responsible employee) shall direct the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of City's Request for Proposal, Exhibit "A" hereto, and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "B" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. CONFIDENTIALITY

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

23. DISCRIMINATION

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR

CONSULTANT

By: _____
Paul M. Eaton, Mayor

By: _____
(Title)

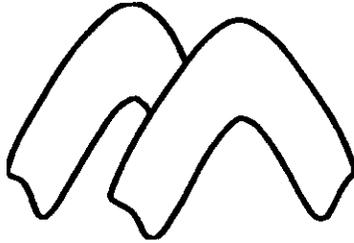
Attest:

By: _____
Donna L. Jackson, City Clerk

By: _____
(Title)

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney



CITY OF MONTCLAIR

Request for Proposal Housing Element Update

RELEASE DATE: MAY 11, 2009

CLOSING DATE: JUNE 25, 2009

Contact Person: Steve Lustro, Community Development Director
City of Montclair
5111 Benito Street, P.O. Box 2308
Montclair, CA 91763
(909) 625-9431
slustro@cityofmontclair.org

Proposal to be received by 5:00 p.m. on Thursday, June 25, 2009. Proposal must be complete and sealed. Facsimile copies are not acceptable. Proposals received after this deadline will not be considered.

I. INTRODUCTION

The City of Montclair is requesting proposals from qualified consulting firms to prepare an update of the City's Housing Element of the General Plan. The City desires experienced consultant assistance to prepare its updated Housing Element for submission to the California Department of Housing and Community Development (HCD). The consultant will be responsible for undertaking all the necessary steps for preparing and processing the update in accordance with HCD guidelines and requirements. Anticipated tasks include data collection and analysis, production of plan text and graphics, environmental documentation and coordination of review by public agencies and other interested organizations. Consultant would be responsible for submitting the document to HCD for review and completing all necessary changes in accordance with HCD's findings and recommendations. Final documents must be complete, accurate, defensible and compliant with state laws. City staff from the Community Development and Redevelopment departments will assist in coordinating public outreach efforts.

II. BACKGROUND

The City of Montclair is 5.52 square miles in size and was incorporated in 1956. The City is located at the western end of San Bernardino County, approximately 35 miles east of Downtown Los Angeles and has over 37,000 residents and approximately 1,500 businesses, including the Montclair Plaza regional mall.

Montclair is generally considered a built-out community with little vacant land. The majority of the City's housing stock consists primarily of modest-sized single-family detached residences constructed from the early 1950s through the early 1960s. A

significant amount of single-family residential development on quarter- and half-acre lots occurred during the late 1970s and early 1980s in the southern portion of the City, some of which are equestrian-oriented. A more recent spurt of single-family residential development occurred during the residential boom of the early 2000s. The City's numerous multiple-family neighborhoods were developed primarily during the early 1960s.

The current land use mix is identified in the following table:

City of Montclair - Land Use Mix		
Land Use	Acreage	Square Miles
Residential	1,402.71 Acres	2.19
Retail/Office/Commercial	413.37 Acres	.65
Industrial	510.81 Acres	.80
Specific Plan	274.95 Acres	.43
Parks/Public Facilities*	936.77 Acres	1.46
Total Area	3,538.6 Acres	5.52 square miles
<i>*Includes schools, parks, community facilities, and roadways</i>		

Over the past decade, a number of parcels previously zoned for commercial development have been re-zoned for residential use and subsequently developed as such. Finally, it should be noted that the Montclair Housing Corporation owns and manages nearly 100 residential units citywide that are deed restricted for low-income residents. Additionally, approximately 210 affordable rental units have been constructed or entitled in the City over the past three years.

III. HOUSING ELEMENT STATUS

The current Housing Element was updated in 2000. The City's current Housing Element has not been certified by the State Department of Housing and Community Development (HCD).

IV. PURPOSE FOR THE UPDATE

The purpose of the update is to:

- Update the Housing Element of the Montclair General Plan;
- Incorporate the San Bernardino County Regional Housing Needs (RHNA) allocation for Montclair and adjust the housing policies and programs accordingly; and
- Achieve certification of the Housing Element by HCD.

V. CITY RESOURCES

Department staff is small but available to assist and provide information and direction as needed. The consultant will be expected to spend time at City Hall and work with staff to obtain needed information, making copies, visiting potential housing sites, etc.

The City will be contracting separately for an update of the 5-year Redevelopment Implementation Plan for use of redevelopment funds, including housing funds. Those programs will need to be coordinated with and integrated into the overall Housing Element.

VI. DOCUMENTS AVAILABLE

Your firm may contact the City to obtain documents, as necessary, to assist in preparing your response to the RFP. Copies of the information may be obtained by paying a photocopy or purchase fee. Documents available include:

- General Plan (1999) [purchase at City Hall for \$30]
- 2000 Housing Element [purchase at City Hall for \$3.50]
- North Montclair Downtown Specific Plan [online at City's website]
- Holt Boulevard Specific Plan [purchase at City Hall for \$25]
- Zoning Ordinance and Amendments [online at City's website]
- City website: www.cityofmontclair.org

VII. SCOPE OF WORK

Subject to refinement and mutual agreement, the consultant shall provide a description and timeline of how the purpose of the update will be achieved, including how the following tasks will be accomplished:

1. Project Scope Refinement and Document Review

This task will include meetings with staff to refine the project scope and schedule, review housing resources and funding sources for housing, identify key issues, and establish milestones. This will also include review of the adopted plan and other documents.

2. Data Analysis and Document Preparation

The City of Montclair's Housing Element update and resulting draft Housing Element must be fully consistent with State Housing Element law. The update needs to include a current housing inventory, the requisite demographic/housing data and analyses, the identification and analyses of governmental and non-governmental constraints and a review of the progress made in implementing the current Housing Element's policies and programs. Staff expects that the updated Housing Element's policies and programs will emphasize housing infill on available developable sites—either ones with appropriate zoning in place or parcels with the potential to be readily rezoned to higher densities.

The City also has a Redevelopment Agency and has set aside funds that need to be applied to housing programs. The Housing Element should address citywide housing needs, including housing requirements specific to the redevelopment area.

3. Public Outreach and Public Meetings

Outline a public outreach program consistent with state law or HCD guidelines and tailored to the City of Montclair. Consultant will be responsible for preparing public meeting notices, summary and public presentation graphics/materials, and completing any related HCD-required forms. All notices will need to be in both English and Spanish. The City will be responsible for the reproduction, publication and distribution of the notices. Consultant will compile, with staff assistance, a mailing list of all appropriate agencies, organizations and individuals to contact for the public outreach and hearings.

Additionally, the proposal and related cost estimate should include an optional task of providing for Spanish language translation at all public meetings. City staff will expect assistance from the Consultant in preparing all staff reports for public hearings and in joint presentations.

4. Other Meetings

Describe how your firm proposes to facilitate completion and certification of the City's Housing Element update through meetings with staff and other housing agencies, including HCD.

5. Environmental Review

It is anticipated that CEQA review will be performed upon completion of the draft Housing Element and its transmittal to HCD and that completion of either a Negative Declaration or Mitigated Negative Declaration will provide the appropriate level of environmental review. Consultants should explain their approach toward CEQA review of the Housing Element and provide examples based on their experience.

6. Deliverables

Identify deliverables for each major task. Approximately 20 copies of the draft Housing Element should be provided. All text documents shall be provided to the City in Microsoft Word, Excel or PowerPoint and Adobe PDF file format, in addition to product copies being provided.

VIII. PROPOSAL SUBMISSION FORMAT

A qualifying proposal will address all of the points in the Scope of Work along with the requested items and information listed below.

1. Introduction: Include a brief description of firm, contact person, address, telephone number, fax number, and e-mail address.
2. Approach and Scope of Work: Describe your firm's approach to completing the Housing Element. Provide a summary of major tasks and key sub-tasks; identify the number of proposed meetings, including public outreach meetings and public hearings, and deliverables.

3. Work Schedule: Include a proposed schedule of work or timeline and phased milestones for completion of the scope of work, based on a start date in August 2009. The scope of work schedule should demonstrate how and at what point the Consultant will complete the draft Housing Element, incorporate public outreach meetings and review period, complete CEQA review, and complete necessary revisions of the draft Housing Element pursuant to direction of the Council/Planning Commission and in response to HCD review.
4. Qualifications and Experience: Provide an outline of the firm's background and qualifications to perform requested services. Identify any sub-contractors that will be working on this project. Identify all project personnel and their role in completing this project and summarize the relevant qualifications and experience of each.
5. References: Provide at least three references that have knowledge of your firm's recent work on Housing Elements, either completed or in progress in this current cycle, or on Housing Elements completed in the last cycle. For each of these, please identify the individuals in the firm who worked on or are working on the project and their role or responsibility. Include addresses and phone numbers.
6. Product Sample. Provide a copy of the most recent certified Housing Element your firm has completed for a City similar in size and scope as the City of Montclair.
7. Fee Schedule and Cost Estimate: Consultant shall include in a separate, sealed envelope, proposal costs in an itemized format for all tasks and sub-tasks of the project, as outlined in the scope of work. Preparation costs shall include labor hours for each individual and other direct costs readily apparent for each major task, printing and production, transportation costs, billing rates for clerical and any sub-consultants, duplicating costs, postage, certified mailing costs, phone, fax, materials and any other direct costs. Indicate a not-to-exceed cost.
8. Professional Services Agreement: The selected Consultant will be required to sign and comply with provisions of the City's standard Professional Services Agreement in the attached format. The Consultant proposal, this RFP, and all subsequent modifications to either document will be included as appendices to the contract.

IX. PROPOSAL SUBMITTAL

Please submit one (1) unbound copy, four (4) bound copies and one (1) electronic version of the proposal no later than **5:00 p.m. on Thursday, June 25, 2009**.

1. All proposals shall be submitted in a sealed envelope which is clearly marked with the RFP description (i.e., City of Montclair Housing Element Update) and closing date and time.

2. Late proposals or faxed proposals will not be accepted.
3. All proposals, whether selected or rejected, shall become the property of the City.
4. Cost of preparation of proposal shall be borne by the submitting party.
5. The City will not be responsible for proposals delivered to a person/location other than the contact person and location specified above.

X. EVALUATION AND SELECTION PROCESS

City staff will exercise its discretion in selecting a firm and will negotiate and contract in accordance with that City selection. The City reserves the right to award a contract to the firm or individual that presents the proposal and has the qualifications considered to best serve the interest of the City. The City further reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.



Exhibit "B"

June 8, 2009

JN 10-106918

Steve Lustro
Community Development Director
City of Montclair
5111 Benito Street, P.O. Box 2308
Montclair, Ca 91763

Subject: Proposal for General Plan Housing Element Update

Dear Mr. Lustro:

RBF Consulting (RBF) is pleased to submit this Proposal to provide consulting services to update the City of Montclair Housing Element. Our Team's expertise, responsiveness, in-house resources, and multi-disciplinary capabilities will enable the RBF Team to provide high quality services and technically accurate work products that are responsive to the unique opportunities and challenges in the City of Montclair and will lead to certification by the State Department of Housing and Community Development (HCD).

RBF has provided comprehensive community development planning, housing, environmental planning, and design services for a wide variety of projects, and possesses a unique understanding of the issues related to growth in Montclair. Our Team has a broad understanding of State Housing Element Law and has a proven track record of finding innovative solutions to complicated housing policy issues. In addition, our Team has worked in conjunction with numerous local jurisdictions to develop and implement public participation programs, to conduct effective community forums for resolving issues/conflicts, and to develop implementable programs that address housing related issues.

RBF offers the following factors for your consideration:

Strong Project Management Team – David Barquist, AICP has a strong record of successful housing program management and State certification of Housing Elements. David will provide the City of Montclair with the highest level of professional services.

Team Player – RBF will work closely with the City of Montclair as an extension of City Staff to resolve conflicts early and expedite the work program process. RBF also prides itself on creating strong inter-personal relationships with its clients, resulting in an enjoyable and rewarding work effort for the City and the consultant.

Mastery of Housing Element Certification Process – RBF has intimate knowledge of the requirements for achieving certification by HCD. In addition, our team has direct face-to-face access to HCD staff and has built strong relationships that we use to our clients' advantage.

Multi-Disciplinary Capabilities – RBF has technical expertise and available professional resources for all areas of the Housing Element Update, thereby reducing the need for coordination with outside consultants, allowing us to focus on the project, not the management of the project team. RBF Consulting possesses a unique in-house network of over 700 professionals in disciplines including Planning/Environmental Services, Urban Design, Transportation/Traffic Engineering, Civil Engineering (including Grading, Public Works, Water/Wastewater and Hydrology) Mechanical/Electrical/Energy Engineering, Computer Aided Design and Drafting

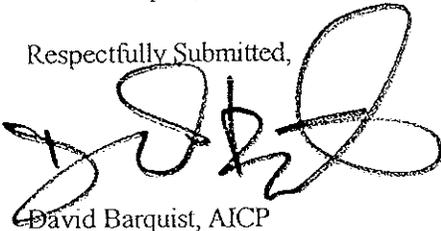
(CADD) and GIS Services, Mapping, Surveying, Aerial Photogrammetry and Media Services, which results in a coordinated and efficient effort, with full-service consulting capabilities under one roof.

Quality and Extent of the Documents to be Provided – RBF’s commitment to quality can be attested through the many professional awards received for our projects. Documentation is thorough and presentation of information is clear, concise, understandable, and defensible. RBF prides itself on the ability to provide reports of high quality with professional graphics and writing skills reflective of years of professional experience.

Excellent Track Record of Meeting Schedules and Budgets – RBF has proven capabilities to effectively complete studies on time and within budget. We take great pride in providing services that meet or exceed client expectations within the mutually agreed upon budget and schedule.

We appreciate the opportunity to submit this Proposal to the City of Montclair. Our proposal includes an overview of our understanding of the project, scope of work, budget, schedule, and description of our team and experience. Additionally, a product sample is enclosed per the information provided in the RFP. RBF welcomes the opportunity to work with the City on this important update and looks forward to meeting with you and City representatives to discuss our approach and work program in greater detail. Please do not hesitate to contact Mr. David Barquist, AICP at 949/855-5769 if you have any questions or require additional information.

Respectfully Submitted,



David Barquist, AICP
Senior Associate
Principal Community Planner



PLANNING • DESIGN • CONSTRUCTION

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- 3 - PROJECT SCHEDULE
- 4 - QUALIFICATIONS AND EXPERIENCE
- 5 - REFERENCES
- 6 - FEE SCHEDULE AND COST ESTIMATE

Provided in separate, sealed envelope

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INTRODUCTION



RBF Consulting (RBF) is a full service consulting firm providing planning, engineering, surveying, and related professional services. RBF is a private corporation founded in California in 1944, incorporated in 1961.

RBF Consulting provides services for planning, design, and construction of the built environment. Our diversity allows us to serve our clients during each phase of a project in a timely, cost-effective and innovative manner while providing quality and responsive service by a highly qualified staff. Types of services include:

- Planning
- Urban Design
- Landscape Architecture
- Environmental
- Geographical Information Systems
- Transportation
- Public Works
- Water Resources
- Structures
- Surveying
- Land Development
- Construction Management

Location of our offices:

- ♦ Camarillo
- ♦ Carlsbad
- ♦ Irvine
- ♦ Monterey Bay
- ♦ Oakland
- ♦ Ontario
- ♦ Palm Desert
- ♦ Sacramento
- ♦ San Diego
- ♦ San Jose
- ♦ Temecula
- ♦ Walnut Creek
- ♦ Las Vegas, Nevada
- ♦ Phoenix, Arizona
- ♦ Tucson, Arizona

PLANNING AND DESIGN SERVICES

RBF Consulting provides a wide range of planning, design and implementation services for projects throughout California and the western United States. In order to create viable responses to physical, social, economic and environmental challenges, RBF's planning and design professionals focus on integrating creative planning solutions with sound implementation principles. Balanced land uses, enhancement of amenities, reinforcement of community values and integration of environmental solutions are integral components of the RBF planning process. Key elements of the planning and design services offered by RBF Consulting include:

- Land Planning & Entitlement Services
- General Plans
- Master Plans
- Specific Plans
- Redevelopment Planning
- Zoning Codes
- Comprehensive Planning
- Urban Design
- Public Participation
- GIS, Web Services & Digital Imaging
- Environmental Documentation
- Contract Planning

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Urban Design Studio



RBF's Urban Design Studio (UDS) is a leader in helping existing communities to become more livable and vibrant. Our planning and design professionals focus on integrating creative planning solutions with sound implementation principles. An informed and involved citizenry is essential to preparing realistic plans and visions for the future. At UDS, we design creative public participation approaches to assist communities in reaching consensus on the collective direction taken to resolve issues and achieve objectives. At UDS, we understand the need to fully incorporate state-of-the-art tools into the planning process to perform spatial analyses, graphically portray concepts, and promote communication between the project team, client and the public.

- CADD
- Visual Simulations
- Multi-Media Presentations
- Internet Livemap GIS®
- Website Design/Setup
- Online Documents
- Town Hall Meetings
- Multi-Cultural Participation Programs
- Urban Design & Planning Charrettes
- Youth Involvement Programs
- Visioning Workshops
- Townscan™ Community Image Surveys

Environmental Services

RBF Consulting is experienced with all aspects of CEQA, NEPA, the Clean Water Act, the Clean Air Act and other applicable environmental laws. We provide environmental review and processing services for a wide range of projects that involve in-house specialists in areas of traffic, drainage, air quality, noise, hazardous materials, visual analysis, public utilities and many other environmental issue areas. This, coupled with our engineering design and regulatory permit processing expertise, makes RBF a one-stop location for environmental compliance projects.

- CEQA/NEPA Documents
- Negative Declarations
- Phase I Site Assessments
- Air/Noise Assessments
- Regulatory Permitting
- Feasibility Studies

FIRM CONTACT

David Barquist, AICP
Senior Associate
Principal Community Planner
14725 Alton Parkway
Irvine, CA 92688
Phone: (949) 855-5769
Fax: (949) 837-4122
E-mail: dbarquist@rbf.com

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APPROACH

The City of Montclair is requesting the services of a highly qualified Housing Element consultant to assist the City in completing the State-mandated Housing Element Update. The City's most recent Housing Element was adopted in October of 2000. However, the City's Housing Element has never been certified by HCD. The new Housing Element must be updated to comply with the current RHNA process and new statutory requirements. The approach of the RBF Team will be to provide the highest level of technical expertise to assist the City of Montclair in achieving certification by HCD and approval by the City Council. While the City of Montclair may be relatively small in comparison to other jurisdictions in the region, the importance of developing a well-written, community-supported, implementable Housing Element is not taken lightly. Our Scope of Work reflects the tasks necessary to achieve compliance with the statutory requirements as contained in State Housing Element Law.

COMPLIANCE WITH STATE HOUSING ELEMENT LAW

The City of Montclair Housing Element must comply with State Housing Element Law in order to achieve certification by HCD. RBF provides a strong understanding of Housing Element Law, which will assist City staff and elected officials in understanding the implications of non-certification. RBF's approach will be to educate and inform through outreach activities and continuous communication with staff and elected officials.

RBF recommends a simple, yet effective outreach effort to assist elected officials in understanding the update process, its implications, and the various methods of achieving compliance with State Law. We understand the City's current Housing Element was not certified by HCD. Therefore, careful analysis of performance during the previous planning period is important to meet the requirements of Assembly Bill 1233 and achieve certification.

PROVIDE A TURNKEY WORK PROGRAM

RBF understands the City's limited in-house resources to devote full-time staffing for the completion of the Housing Element Update. The RBF Team's intent is to provide a turnkey approach to the Housing Element Update to the greatest extent feasible. RBF's approach shall provide comprehensive services that will minimize the level of work to be performed by City staff.

COMMUNITY ENGAGEMENT

Community engagement in the Housing Element planning process is an important component to an effective and easily implemented policy program. Through stakeholder meetings, community workshops, and other outreach activities, RBF Consulting believes successful interaction with the public will assist in developing policy that reflects community needs and concerns. RBF's extensive community outreach experience will

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result in an effective outreach strategy that provides for community-based support, identification of current issues, and the establishment of policy that is responsive to the City's residents.

It will be critical to ensure that community organizations and other interested parties are provided the opportunity to engage in the process. The City of Montclair should strive to make these groups a working partner in the policy development process.

Additionally, RBF understands the diverse population in Montclair. Engaging segments of the community that are not native speakers of English through translation of materials and presentations is important to the outreach process.

CREATING A USER-FRIENDLY AND ACCESSIBLE DOCUMENT

The key to successful Housing Elements is to structure the document so that it is user-friendly for City staff, elected officials, and the general public. RBF prides itself on creating policy documents that are user-friendly, concise and easily updated. We understand Housing Elements are required to be updated every seven years; therefore, it is important that the Housing Element be organized in a manner that is conducive to easy revisions. Since the statutory requirements of Housing Elements include numerous provisions for evaluating previous progress, it is critical that the format and presentation of data provides a framework that can be used effectively in future updates.

CONTINUED INTERACTION WITH HCD

RBF believes it is prudent and sound professional practice to involve HCD staff from the initial stages of the update process. RBF has enjoyed a long-term and positive professional relationship with HCD staff. It is intended that HCD will be consulted from the very beginning of the Update process. This may involve possible visits with HCD staff, informal discussion on policy and programs, and identification of potential issues within the existing Housing Element. The RBF Team will continue interaction with HCD through the Housing Element Update process in order to resolve any issues and make certification a seamless process.

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SCOPE OF WORK

The following work program has been prepared pursuant to the information contained in the City of Montclair's May 11, 2009, Request for Proposal. Assumptions and recommended tasks beyond those indicated in the Request for Proposal have been indicated in the following Scope of Work.

TASK 1.0: PROJECT ORIENTATION/KICK-OFF MEETING

Initial orientation of the Housing Element Work Program is essential to the development of a streamlined and effective process that achieves its objectives. The RBF Team will participate in a Kick-Off Meeting with Montclair staff to discuss the Update process, answer questions, provide data, and exchange other information. Prior to the Kick-Off Meeting, RBF will provide the City with a listing of pertinent City data that is necessary to complete the work program. Pertinent data may include the City's General Plan and EIR, all written communication with HCD, Municipal Code, Redevelopment Plan, building permit data, code enforcement data, and all housing programs and ordinances. All data gaps will be identified at the Kick-Off Meeting. The Kick-Off Meeting will result in a confirmed project schedule, including hearing dates, submittal of work products and other issues pertinent to the effective completion of the work program.

RBF will discuss with City staff the recommended public outreach efforts that should occur during the Update process. The Kick-Off Meeting will result in the identification of dates, locations of workshops, and other outreach efforts appropriate.

RBF anticipates a turnkey approach for data collection to the greatest extent feasible. RBF will request only information that is proprietary to the City to minimize the work effort required by City staff. All demographic, real estate market, and other pertinent data will be gathered by RBF. Additionally, RBF staff will be available to provide City staff with on-site assistance with data gathering.

TASK 1.0 DELIVERABLES:

- Attendance at Kick-Off Meeting
- Draft Housing Element Document Format
- Draft Public Outreach Program
- Preliminary Hearing Schedule

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**TASK 2.0: DEVELOP AND CONDUCT A CITIZEN PARTICIPATION PROGRAM**

The RBF Team is suggesting an approach to public participation that offers opportunities for meaningful input and involvement. A visually engaging, interactive, collaborative series of community and stakeholder workshops and study sessions will have productive results for the City of Montclair.

SUBTASK 2.1: COMMUNITY/STAKEHOLDER WORKSHOP #1 – HOUSING ELEMENT BASICS/ISSUE AND OPPORTUNITY IDENTIFICATION

Education is an important (but often overlooked) first step in beginning the Housing Element Update processes. In order to educate community members about Housing Elements, State law, and other pertinent topics, RBF will conduct Community Workshop #1. The focus of this workshop is to provide an initial opportunity for the general public to learn about the Housing Element Update, provide answers to questions, and engage them in constructive conversation related to housing issues and opportunities in the City. RBF will assist the City in identifying stakeholder organizations to invite to the workshop in addition to the general public. Stakeholders play a vital role in the success and effectiveness of Housing Element Programs. Many community groups and service organizations can provide significant insight into the development of effective policies that meet the current and projected housing needs in the community.

SUBTASK 2.1 DELIVERABLES:

- ♦ PowerPoint® Presentation
- ♦ Informational Handouts, as necessary
- ♦ Pre-Workshop Informational Flyer (English and Spanish)
- ♦ Workshop Facilitation

SUBTASK 2.2: JOINT PLANNING COMMISSION/CITY COUNCIL STUDY SESSION

RBF recommends conducting one (1) joint Planning Commission/City Council Study Session. Due to the sensitive nature of many policy and program decisions and the importance of understanding community views regarding housing, RBF recommends conducting a Study Session to provide pertinent information to the Planning Commission and City Council. The Study Session will provide beneficial insight into the legislative requirements, consequences of non-compliance, suggested methods for addressing housing needs and available resources for addressing those needs.

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**SUBTASK 2.2 DELIVERABLES:**

- ♦ Study Session Attendance
- ♦ PowerPoint® Presentation
- ♦ Informational Handouts, as necessary

**SUBTASK 2.3: COMMUNITY/STAKEHOLDER WORKSHOP #2 -
POLICY DIRECTION**

RBF will conduct one (1) Housing Element Policy Direction Workshop to allow community members to review and discuss the policy program for the Housing Element. Workshop participants will be able to provide their input relative to the Housing Element's goals, objectives, program actions, and priorities. The Workshop will be facilitated to provide the highest level of engagement with the community. Stakeholder organizations will be invited to participate in Community Workshop #2 as well.

SUBTASK 2.3 DELIVERABLES:

- ♦ PowerPoint® Presentation
- ♦ Informational Handouts, as necessary
- ♦ Pre-Workshop Informational Flyer (English and Spanish)
- ♦ Workshop Facilitation

OPTIONAL SUBTASK 2.4: WORKSHOP TRANSLATION SERVICES

As an optional task, RBF will provide Spanish translation services at Community Workshops 1 and 2. Services will include translation of PowerPoint® Presentation, any informational materials, and real-time translation of presentations and group exercises.

OPTIONAL SUBTASK 2.4 DELIVERABLES:

- ♦ Translation services at two (2) community workshops

TASK 3.0: CITY OF MONTCLAIR HOUSING PROFILE REPORT

This task shall form the foundation for policy analysis and program development of the Housing Element Update. RBF will develop a document containing pertinent demographic, economic, and housing data that will synthesize the development of the various components to the Housing Element. All data and analysis contained within the Profile Report will contain the necessary information requested by HCD. RBF will utilize HCD's standard review checklist as a guideline to ensure required data is contained within the profile report. RBF will supplement and revise the City's existing Housing Needs Assessment of the Housing Element and create a Housing Profile Report containing the following components:

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SUBTASK 3.1: NEEDS ANALYSIS

RBF will provide a thorough analysis of demographic characteristics, population trends and housing market conditions for the City of Montclair. RBF will compile relevant data from a variety of reliable sources to provide analysis of the following components:

Employment Trends

RBF will provide analysis of employment trends including major employers and jobs held by Montclair residents by sector. This analysis will provide supportive data for analyzing future housing need as it relates to future demand and housing affordability.

Household Characteristics

RBF will provide analysis for household formation and composition of housing stock by size, type and tenure. Vacancy rates, age of housing stock, housing conditions will also be analyzed. RBF will provide a thorough analysis of existing and new home price trends for resale and new home prices in the City. Analysis of monthly mortgage payments and qualifying incomes for these properties will also be conducted. This will provide the necessary data to complete an affordability gap analysis that compares homeownership and rental costs to the ability to pay. In addition, RBF will identify housing choice dynamics to assist in the creation of housing policy.

Housing Needs

Analysis of housing needs will include the current SCAG Regional Housing Needs Assessment construction need allocations for the City of Montclair for the Housing Element planning period. The existing need analysis will address overpayment and overcrowding.

Population segments in the Montclair area that are considered special needs groups, due to the higher probability that these groups will have more difficulty in finding decent and affordable housing, will be analyzed. The Housing Element will provide an analysis of these special needs groups, including; Elderly Persons, Large Families, Female-Headed Households, Persons with Disabilities, Homeless Persons, and Farm Workers.

SUBTASK 3.2: HOUSING CONSTRAINTS AND RESOURCES

Constraints and Resources will include analysis of potential and actual governmental and non-governmental constraints. Governmental constraints are policies, standards, requirements or actions imposed by various levels of government as they relate to housing maintenance, improvement and development. RBF will evaluate the City's General Plan, Zoning Code, regulatory provisions, parking requirements, density bonus

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provisions, second unit ordinance, code enforcement procedures, development fees, and permit procedures. In addition, RBF will evaluate environmental and infrastructure constraints.

RBF will provide a thorough analysis of non-governmental constraints. Non-governmental constraints include vacant and underutilized land resources, land prices, costs of construction, and housing finance methods.

SUBTASK 3.3: LAND RESOURCES

RBF will provide a thorough analysis of undeveloped and underutilized land with the City of Montclair in compliance with new requirements of State Law. Analysis of residential land resources will include evaluation of available sites for housing including vacant land designated for residential use and underutilized sites. If the analysis indicates an insufficient number of sites available to meet construction need, RBF will provide a recommended program of actions to achieve an inventory of sites to meet the future need.

RBF will utilize the City's existing land use inventories, GIS data, and Tax Assessor data files to develop a comprehensive analysis of land resources that will meet SCAG RHNA housing construction need. RBF assumes up to one day of site visits with City staff to identify potential housing sites.

SUBTASK 3.4: EVALUATION OF ASSISTED UNITS

State Housing Element Law requires the analysis of government-assisted housing that is eligible to convert from assisted affordable housing to market rate housing during the next ten years. RBF will develop an inventory of assisted affordable housing units within the City's jurisdictional boundaries. This analysis will evaluate units assisted by the City of Montclair and through state and federal programs. RBF assumes extensive interaction with the City's Redevelopment Agency and other appropriate City Departments.

RBF will provide a thorough analysis of the costs of preservation versus replacement for those units that are identified as at-risk. Analysis will include an evaluation of the required subsidies to preserve the units versus the estimated cost to replace the at-risk units with new units.

In addition, RBF will provide analysis of resources available for the preservation of at-risk units including federal, state and local funding sources.

TASK 3.0 DELIVERABLES:

- One (1) electronic copy of the Housing Profile Report

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TASK 4.0: REVIEW OF HOUSING ELEMENT PAST PERFORMANCE

As required by State law, RBF will review and evaluate the progress of previously stated objectives of the Housing Element. RBF will provide analysis of the effectiveness and appropriateness of previously stated goals, objectives, and program actions. RBF will analyze construction achievements during the previous planning period to meet the requirements of Assembly Bill 1233. It should be noted that this portion of the Housing Element Update process requires the highest level of staff interaction. RBF will develop a Matrix that identifies all policies, programs, and quantified objectives for the previous Housing Element planning period and the achievement of stated objectives. This will streamline the analysis and provide a standard format for future revisions.

RBF will provide analysis as to the current applicability and effectiveness of stated programs and suggest deletion of programs, the addition of new programs, or revisions that will adequately address current need. In addition, RBF will provide recommendations for the development of a tracking system for future housing development activities to enable effective tracking of future development activity by affordability level.

TASK 4.0 DELIVERABLES:

- One (1) electronic copy of the Past Performance Evaluation Matrix

TASK 5.0: EVALUATE AND UPDATE HOUSING ELEMENT GOALS AND POLICIES

The analysis conducted in the Review of the Housing Element's Past Performance and the Housing Profile shall provide the foundation for evaluating and updating the Housing Element's Goals and Policies, and for developing the City's Quantified Objectives for this Housing Element Planning Period.

TASK 5.0 DELIVERABLES:

- One (1) electronic copy of the Draft Goals and Policies

TASK 6.0: IMPLEMENTATION PROGRAM AND QUANTIFIED OBJECTIVES

The Implementation Program and Quantified Objectives will be finalized for this Housing Element Planning Period. This implementation program will respond to the Review of Past Performance and retain currently effective programs and discard or adapt those deemed ineffective. The program will also include monitoring procedures and milestones for assessment purposes.

Quantified Objectives for the Housing Element will reflect the highest number of housing units within the City that can be constructed, rehabilitated, and conserved during the Planning Period. The Quantified Objectives will be summarized by state defined income categories, including Very-Low, Low, Moderate, and

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Above Moderate. Objectives for Extremely-Low Income households will also be developed, pursuant to new requirements of State law. All quantified objectives will be presented in a table that specifically states the objective, funding source, agency responsible, and timeline for its implementation. This will enable future evaluations of Housing Element performance to be completed effectively and with minimal allocation of staff resources.

TASK 6.0 DELIVERABLES:

- One (1) electronic copy of the Draft Implementation Program and Quantified Objectives

TASK 7.0: PREPARATION OF DRAFT HOUSING ELEMENT

A comprehensive Administrative Draft Housing Element will be prepared utilizing the work completed in previous tasks. The Administrative Draft Housing Element will be provided in screencheck form for staff review prior to the public review process. The Administrative Draft will include all analysis, policy and implementation recommendations, data, and mapping completed in previous tasks. The Element will provide the necessary data, methodologies, and analysis to comply with all provisions as stated in State Housing Element Law. RBF will distribute the Administrative Draft Housing Element to the appropriate staff for review and comment.

RBF will participate in two (2) rounds of comments to the Administrative Draft Housing Element. The second-round Administrative Draft Housing Element shall incorporate all City comments received during the first round of draft comments. Upon incorporating the City's comments, RBF will transmit the Draft Housing Element to HCD on the City's behalf for compliance review.

TASK 7.0 DELIVERABLES:

- One (1) electronic copy of the First Administrative Draft Housing Element
- One (1) electronic copy of the Second Administrative Draft Housing Element

TASK 8.0: FINAL HCD COMMENTS AND FINAL PUBLIC REVIEW DRAFT

Upon submittal of the Draft Element to HCD, RBF will participate in revisions to the document pursuant to HCD's requests. Upon receipt of the HCD review responses, RBF will work with City of Montclair staff to meet the concerns of HCD by demonstrating compliance with legislative requirements. Any comments of a substantive nature, which would require change in policy direction, will be identified for consideration by the City Council. RBF anticipates this task will require minimal, if any, revisions to the Draft Housing Element.

Upon addressing HCD's review comments, RBF will prepare the Final Draft for public review and adoption by the City Council. RBF will provide all Housing Element documentation in electronic format suitable for posting on the City's website. RBF will consult with the City's webmaster to streamline any formatting requirements prior to submittal.

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TASK 8.0 DELIVERABLES:

- Attendance at up to three (3) conference call(s) and/or meetings with HCD and follow-up communications
- One (1) electronic, and up to twenty (20) hard copies, of the Final Public Review Draft Housing Element

TASK 9.0: ENVIRONMENTAL ASSESSMENT

RBF Consulting will prepare an Initial Study and Environmental Assessment for the Housing Element concurrently with the Housing Element Update process. RBF assumes the Initial Study will justify the adoption of an Initial Study/(Mitigated) Negative Declaration. The IS/MND will include a project description, location, environmental checklist, analysis of potential environmental effects, methods for mitigating significant effects, and an analysis of consistency with existing plans and land use policies.

At the conclusion of the 30-day public review, response to comments will be prepared, constituting the Final (Mitigated) Negative Declaration. If necessary, a Mitigation Monitoring Program with appropriate mitigation measures will accompany the Final (Mitigated) Negative Declaration. This documentation will be brought to the Planning Commission and City Council for review and adoption.

RBF will be responsible for preparing, noticing, and circulating the draft and final environmental documents, including all supporting documentation. RBF will file the Notice of Determination (NOD) with the County of San Bernardino following the adoption of the Housing Element by the City Council. All notice filing fees will be the responsibility of the City.

RBF assumes an IS/MND will be required for this project. Should the Initial Study indicate the need for an Environmental Impact Report, a separate budget proposal will be submitted to the City.

TASK 9.0 DELIVERABLES:

- One (1) electronic copy of the Screencheck Initial Study/(Mitigated) Negative Declaration
- One (1) electronic copy of the Draft Initial Study/(Mitigated) Negative Declaration
- Circulation of up to 25 copies of the Draft Initial Study/(Mitigated) Negative Declaration for Public Review
- One (1) electronic and one (1) camera-ready copy of the Draft Response to Comments and Mitigation Monitoring Program (if applicable)
- One (1) electronic and one (1) camera-ready copy of the Final Initial Study/(Mitigated) Negative Declaration
- One (1) electronic and one (1) camera-ready copy of the Notice of Determination (RBF to file)

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TASK 10.0: FINAL HOUSING ELEMENT ADOPTION

RBF will participate in public hearings before the Planning Commission and City Council for adoption of the final Housing Element. RBF will assist City staff in preparing staff reports and will provide presentation materials for both meetings. Upon adoption of the Housing Element, RBF will transmit the final Housing Element to HCD on the City's behalf.

TASK 10.0 DELIVERABLES:

- Attendance at one (1) Planning Commission meeting
- Attendance at one (1) City Council meeting
- One (1) electronic and one (1) camera-ready copy of the Final Adopted Housing Element

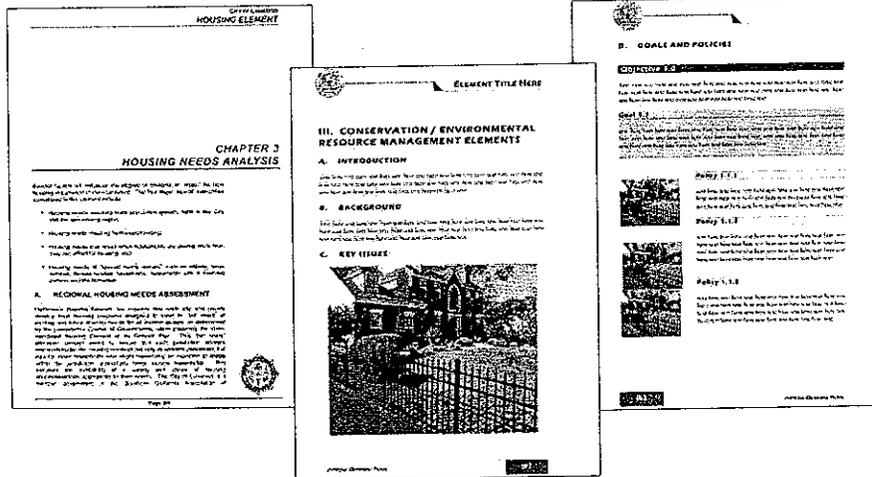
TASK 11.0: MEETINGS, MANAGEMENT, AND STAFF SUPPORT

RBF shall attend monthly project meetings (as-needed) or conference calls with City staff throughout the update process. It is assumed that meetings will be scheduled at key project milestones.

TASK 11.0 DELIVERABLES:

- Attendance at monthly Project Team Meetings or conference calls

EVERY DOCUMENT IS A CUSTOM DESIGN TO MEET THE NEEDS OF THE CLIENT AND PROJECT.



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PROJECT SCHEDULE

The project schedule appears on the following page.

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**CITY OF MONTCLAIR HOUSING ELEMENT
PROPOSED SCHEDULE**

	OCTOBER-09	NOVEMBER-09	DECEMBER-09	JANUARY-10	FEBRUARY-10	MARCH-10
TASK 1.0: PROJECT ORIENTATION/ KICK-OFF MEETING	■					
TASK 2.0 DEVELOP AND CONDUCT CITIZEN PARTICIPATION PROGRAM						
2.1 COMMUNITY/STAKEHOLDER WORKSHOP #1		■				
2.2 JOINT PC/CC STUDY SESSION			■			
2.3 COMMUNITY/STAKEHOLDER WORKSHOP #2						
TASK 3.0: HOUSING PROFILE						
3.1 NEEDS ANALYSIS		■				
3.2 HOUSING CONSTRAINTS AND RESOURCES			■			
3.3 LAND RESOURCES						
3.4 EVALUATION OF ASSISTED UNITS						
TASK 4.0: REVIEW HOUSING ELEMENT PAST PERFORMANCE						
TASK 5.0: EVALUATE AND UPDATE GOALS AND POLICIES						
TASK 6.0: IMPLEMENTATION PROGRAM AND QUANTIFIED OBJECTIVES						
TASK 7.0: DRAFT HOUSING ELEMENT						
TASK 8.0: FINAL HCD COMMENTS AND FINAL PUBLIC REVIEW DRAFT						
TASK 9.0: ENVIRONMENTAL ASSESSMENT						
TASK 10.0: FINAL HOUSING ELEMENT ADOPTION						
TASK 11.0: MEETINGS, MANAGEMENT, STAFF SUPPORT						

30-DAY PUBLIC REVIEW

QUALIFICATIONS



RBF Consulting offers a *professional staff of over 700 employees* located in *15 offices* throughout the western United States. RBF possesses the full range of disciplines necessary to provide turn-key planning, design and construction of a wide range of projects. Over 85 percent of RBF's work is for repeat clients, which is testimony to the firm's client service capabilities.

With a tradition of professional excellence, RBF is a leader in creating and implementing policy planning programs and documentation. Working closely with the project team, including clients, communities, and agencies, RBF's experienced planners have a distinguished policy planning record within both established and new communities. Well-conceived and implementable General Plans, Specific Plans, Area Plans, Master Plans, Design Guidelines, Growth Management Programs, Infrastructure Phasing and Fee Programs, Habitat Management Plans, Development Suitability Analyses, and Public Participation Programs are among the quality planning services RBF provides. A leader in the preparation of Policy Plans, RBF's outstanding record of quality design, community sensitivity, and infrastructure capability is recognized throughout the public sector and the development community.

RBF has experienced professionals in a wide range of planning, engineering and related disciplines. Our staff is actively involved in professional and local issues through serving as local and state officers for various professional organizations. We provide a full range of planning, environmental, and engineering services. Our staff includes:

- *American Institute of Certified Planners (AICP)*
- *Certified Main Street Manager (CMSM)*
- *LEED Accredited Professionals (LEED AP)*
- *Registered Environmental Assessors (REA)*
- *Certified Environmental Inspectors*
- *EPA - Certified Building Inspector and Management Planner for Asbestos*
- *Registered Geologist/Certified Engineering Geologist*
- *Licensed Landscape Architects*
- *UCI Certificate in Environmental Site Assessment and Remediation/40 hour OSHA Training*
- *Instructors in the areas of Energy Efficiency, Environmental Engineering and Water Resources*
- *Over 75 Registered Civil, Traffic, Structural and Mechanical Engineers*

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RELEVANT EXPERIENCE

GENERAL PLANS/HOUSING ELEMENTS

PROJECT/COMPONENTS	Land Use Element	Circulation Element	Housing Element	Open Space Element	Conservation Element	Noise Element	Safety Element	Economic Development Element / Fiscal Analysis	Urban Design Element	Air Quality Element	Growth Management Element	Environmental Analysis	Public Outreach
Anaheim Housing Element/Initial Study			❖									❖	❖
Antioch Housing Element/Initial Study			❖									❖	❖
Artesia General Plan Update, Housing Element, and EIR	❖	❖	❖	❖	❖	❖	❖	❖				❖	
Carson General Plan Community Participation Program/Vision Statement													❖
Carmel Housing Element			❖										❖
Carson General Plan Update/EIR	❖	❖	❖	❖	❖	❖	❖	❖	❖	❖		❖	❖
Cerritos General Plan Update and EIR	❖	❖	❖	❖	❖	❖		❖	❖	❖	❖		
Chula Vista General Plan Land Planning Service	❖								❖				❖
Chula Vista Housing Element			❖										
Costa Mesa General Plan Update/EIR	❖	❖	❖	❖	❖	❖	❖	❖		❖	❖	❖	❖
Cypress General Plan Update/EIR	❖	❖	❖	❖	❖	❖	❖	❖		❖	❖	❖	❖
Fullerton General Plan/Housing Element/EIR	❖	❖	❖			❖	❖		❖	❖		❖	❖
Garden Grove General Plan Update/ EIR	❖	❖	❖	❖	❖	❖	❖					❖	❖
Gilroy Housing Element/Initial Study			❖									❖	❖
Glendora Community Plan 2025	❖	❖		❖				❖	❖			❖	❖
Indio Housing Element/Initial Study			❖									❖	❖
Los Alamitos Housing Element/Initial Study			❖									❖	❖
Los Gatos General Plan Update/EIR	❖	❖	❖	❖	❖	❖	❖					❖	❖
Lynwood Housing Element			❖									❖	❖
Novato Housing Element Update and HCD Compliance			❖										

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PROJECT/COMPONENTS	Land Use Element	Circulation Element	Housing Element	Open Space Element	Conservation Element	Noise Element	Safety Element	Economic Development Element / Fiscal Analysis	Urban Design Element	Air Quality Element	Growth Management Element	Environmental Analysis	Public Outreach
Oakley Housing Element/Initial Study			❖									❖	❖
Orange Housing Element/Initial Study			❖									❖	❖
Placentia General Plan Update/Housing Element/EIR	❖	❖	❖	❖	❖	❖	❖	❖	❖	❖	❖	❖	❖
Prescott Valley General Plan Update	❖	❖		❖	❖		❖	❖		❖	❖		❖
Riverside County Integrated Plan	GIS DATA LIBRARY ARC/INFO AND ARCVIEW												
Salinas Housing Element			❖										❖
Santa Ana Housing Element			❖										
Saratoga Housing Element/Initial Study			❖									❖	❖
Stanton General Plan/Housing Element/EIR	❖	❖	❖				❖	❖	❖	❖		❖	❖
Truckee Housing Element/Initial Study			❖									❖	❖

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RECENT HOUSING ELEMENT EXPERIENCE

Stanton Housing Element Update Status: In Compliance and Adopted	City of Stanton 7800 Katella Avenue Stanton, CA 90680 Contact: Omar Dadabhoy Community Development Director, (714) 379-9222
<p><i>2007 - 2009</i></p> <p>RBF was selected to update the existing Housing Element. RBF was also retained to comprehensively update the City's General Plan. RBF evaluated the City's past performance and updated the goals, policies, and quantified objectives. Conducted analysis of performance during the previous planning period and identification of sites to meet the unaccommodated housing need to satisfy the requirements of AB 1233. Concurrently, an Environmental Initial Study was prepared to justify adoption of the Final Mitigated Negative Declaration at the conclusion of the public review. The Housing Element was found in substantial compliance with State law by HCD in March 2009 and was adopted in May 2009.</p> <p>Project Director: David Barquist Community Planners: Michelle Kou and Arlene Granadosin Environmental Manager: Glenn Lajoie Senior Environmental Planner: Rita Garcia</p>	

Oakley Housing Element Update Status: In Compliance	City of Oakley 3231 Main Street Oakley, CA 94561 Contact: Rebecca Willis Community Development Director, (925) 625-7000
<p><i>2008-2009</i></p> <p>RBF was selected by the City of Oakley to update their 2007-2014 General Plan Housing Element. RBF is responsible for the analysis and development of policies and programs for the construction, rehabilitation, conservation, and preservation of housing units citywide. RBF conducted a public participation program including meetings with community members and stakeholders. The Housing Element was found in substantial compliance with State law by HCD in May 2009 and will be adopted in Summer 2009.</p> <p>Project Director: David Barquist Community Planners: Michelle Kou and Arlene Granadosin</p>	

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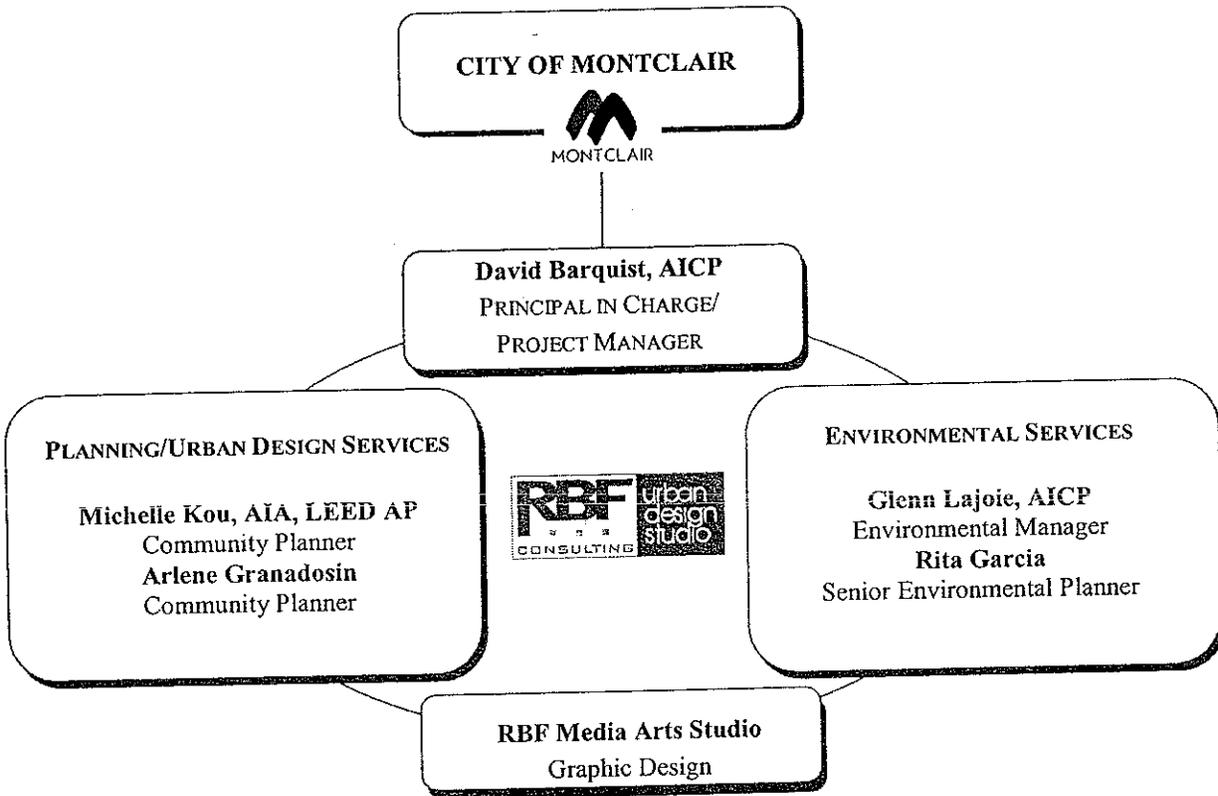


<p>Indio Housing Element Update Status: Adopted and Certified</p>	<p>City of Indio 100 Civic Center Mall Indio, CA 92201 Contact: Joe Lim Planning Manager, (760) 391-4120</p>
<p><i>2007- 2009</i></p> <p>RBF Consulting was selected to update the City's Housing Element in 2007. RBF's approach included a public participation program with both an in-person and a virtual/online workshop. RBF evaluated the previous plan and determine employment trends, housing characteristics, and housing needs. Analyses of vacant land resources, and opportunities for infill and redevelopment were conducted. The final report included a 5-year implementation program for the updated plan objectives. The Housing Element was certified by HCD in April 2009.</p> <p>Project Director: David Barquist Community Planners: Michelle Kou and Arlene Granadosin Environmental Manager: Glenn Lajoie Senior Environmental Planner: Rita Garcia</p>	

<p>City of Placentia Housing Element Update Status: In Compliance Review</p>	<p>City of Placentia 401 East Chapman Avenue Placentia, CA 92870 Contact: Ray Pascua, Development Services Director, (714) 993-8124</p>
<p><i>2007-ongoing</i></p> <p>RBF Consulting was selected to develop the City of Placentia's Housing Element of the General Plan. The Housing Element evaluates future housing needs over the planning period and provides programs and strategies for the provision of housing for a variety of income levels, evaluates land inventory suitable for housing development, evaluates constraints on housing, and establishes quantified objectives for the construction, rehabilitation and conservation of housing citywide. Emphasis was placed on opportunities for infill and redevelopment to meet the City's housing growth needs. Currently the Element is in compliance review by State HCD.</p> <p>Project Director: David Barquist Community Planners: Michelle Kou and Arlene Granadosin Environmental Manager: Glenn Lajoie Senior Environmental Planner: Rita Garcia</p>	

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TEAM ORGANIZATION



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RESUMES

David Barquist, AICP

Project Assignment: Project Manager

Registration: 2001, American Institute of Certified Planners, 017304

B.S., Urban and Regional Planning, California State Polytechnic University, Pomona

Mr. Barquist brings to RBF over 14 years of public and private sector planning experience. David possesses a diverse range of skills, including policy analysis, policy development, and urban design. He has extensive experience in land use analysis, with a special emphasis in mixed use and transit-supportive land use policy. David has provided extensive policy and program analysis for local and regional Housing Elements, including constraint and resource analysis, housing needs assessments, conditions surveys, and housing affordability studies. David has been involved in over 16 Housing Elements over the past three years. He was a substantial contributor to the City of Santa Ana's 1999-2005 Housing Element, which was honored with an *Outstanding Comprehensive Planning Award* by the Orange County Chapter of the American Planning Association.

Michelle Kou, AIA, LEED AP

Project Assignment: Community Planner

Registration: 2007, Leadership in Energy and Environmental Design (LEED)

2006, Architect, State of Nevada, 5620

2006, Certified Architect, National Council of Architectural Registration Boards (NCARB), 61945

MURP, 2007, University of California, Irvine; B. Arch., 2002, California State Polytechnic University, Pomona

As a Community Planner, Ms. Kou's work includes General Plans, Specific Plans, design guidelines, and residential rehabilitation plans. Ms. Kou brings to RBF over 5 years of both public and private sector experience. Prior to joining RBF Consulting, Ms. Kou worked for a public agency's planning department, where she focused on current planning. She was also a Project Manager and Residential Designer for a large architecture firm. She has been involved in updating over 15 Housing Elements in the past two years. Her responsibilities in the Housing Element updates include project management, policy and program analysis, housing needs assessments, resource and constraints analysis, community outreach, policy development, and coordination with the State Housing and Community Development Department.

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Arlene Granadosin

Project Assignment: Community Planner

Education: MURP, 2008, University of California, Irvine; B.A., 2004, University of the Pacific, Stockton, CA.

As a Community Planner, Ms. Granadosin is involved with a variety of projects for the Urban Design Studio team. She has also been involved in updating over 15 Housing Elements in the past two years. Her responsibilities in the Housing Element updates include policy and program analysis, housing needs assessments, resource and constraints analysis, community outreach, policy development, and coordination with the State Housing and Community Development Department. Ms. Granadosin received a Masters degree in Urban and Regional Planning from the University of California, Irvine, where she researched and proposed local responses to the foreclosure crisis in Orange County, and its negative effects at the neighborhood level. She is currently part of the Gilroy Housing Element, Artesia General Plan, Fullerton General Plan, and Saratoga Housing Element project teams.

Glenn Lajoie, AICP

Project Assignment: Environmental Manager

Registration: 1994, American Institute of Certified Planners, 087288

M.P.A., 1992, Public Policy and Administration, California State University, Long Beach; **B.A.,** 1985, Geography/Urban Studies, California State University, Long Beach

Mr. Lajoie is a recognized leader in CEQA and NEPA studies (EIR's, EIS's, Negative Declarations, Environmental Assessments), as well as other policy planning documents, including General Plans, Area Plans, Specific Plans, and due diligence studies with 20 years of experience. Project responsibilities include analysis, technical review and management of environmental and policy planning documentation for compliance with CEQA/NEPA, implementation of public participation programs, and assistance to various public and private sector clients in meeting the requirements of local, State, and Federal agencies. Mr. Lajoie's projects include: Carson General Plan Update/EIR Program; Placentia General Plan Update and EIR; City of Costa Mesa General Plan Update and EIR; Garden Grove General Plan Update; Lancaster General Plan Amendment EIRs.

Rita Garcia

Project Assignment: Senior Environmental Planner

B.S., 1988, Urban and Regional Planning, California State Polytechnic University, Pomona

Ms. Garcia is involved in the preparation, daily monitoring, and coordination of CEQA documents, ensuring their timely completion reflective of the highest standard of professional care. With nearly 17 years in the environmental field, Ms. Garcia has extensive experience with projects involving sensitive planning and environmental issues including population/housing/employment, land use and relevant planning, noise, and traffic/circulation. She has had significant experience with environmental analyses of numerous large-scale program-level projects involving commercial, residential, and public infrastructure uses. Ms. Garcia has prepared a number Initial Studies/Negative Declarations for Housing Element Updates, including those for the Cities of Indio and Stanton.

Clear • Concise • Defensible Documents

WORKLOAD, STAFFING, AND AVAILABILITY

RBF employs over 700 professionals dedicated to meeting the needs of our clients. RBF's talented team, combined with our clear understanding of Housing Elements and established internal project coordination procedures, will allow scope of work completion within the agreed upon schedule.

The Project Team assigned to this contract is available and committed to performing the required services for the duration of the contract. RBF is fully equipped to handle simultaneous projects as demonstrated by our timely and successful delivery of projects with multiple clients. Our internal scheduling system evaluates staff utilization rates and project needs to ensure that staff commitments do not exceed our ability to perform as promised. Prior to the pursuit of any project, RBF evaluates the time commitments necessary to staff a project. RBF will not pursue projects that exceed our staffing capabilities.

RBF has assigned an experienced and professional staff to provide prompt and efficient services for the City of Montclair's Housing Element Update. All personnel shown on the Organization Chart provided above will be available to the extent necessary for the duration of the Project. No Management or Senior staff will be removed or replaced without the prior written concurrence from the City of Montclair.

Clear • Concise • Defensible Documents



REFERENCES

City of Placentia

401 East Chapman Avenue
Placentia, CA 92870

Contact: Ray Pascua, Development Services Director, (714) 993-8124

City of Stanton

7800 Katella Avenue
Stanton, CA 90680

Contact: Omar Dadabhoy, Community Development Director, (714) 379-9222

City of Oakley

3231 Main Street
Oakley, CA 94561

Contact: Rebecca Willis, Community Development Director, (925) 625-7000

City of Indio

100 Civic Center Mall
Indio, CA 92201

Contact: Joe Lim, Planning Manager, (760) 391-4120

Clear • Concise • Defensible Documents

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 09-2815 AUTHORIZING MAYOR
PAUL M. EATON TO SIGN AGREEMENT
NO. 09-90, PROGRAM SUPPLEMENT
NO. N004 TO ADMINISTERING AGENCY-
STATE AGREEMENT NO. 08-5326R

DATE: September 21, 2009

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: SSP301

BUSINESS

PLAN: STRATEGIC PRIORITY NOS. 4 AND 5

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 09-2815 authorizing an individual to sign a program supplemental agreement for use of federal funds identified by Congress for improvements on Mission Boulevard pursuant to state requirements. Resolution No. 09-2815 is attached for review and consideration by the Council.

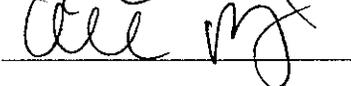
Adoption of Resolution No. 09-2815 and approval of Agreement No. 09-90 would satisfy a portion of Strategic Priority Nos. 4 and 5 as contained in Montclair's "Business Plan."

BACKGROUND: In 1998, the City of Montclair applied for federal funding assistance through former Congressman Jay Kim for the construction of various improvements on Mission Boulevard. Funding was authorized with the passage of the Transportation Equity Act for the 21st Century, commonly known as TEA-21. At the time, the TEA-21 funds were known informally as "Demo" funds but have since become known as High Priority Project (HPP) funds. Use of these funds is predicated upon compliance with the National Environmental Policy Act (NEPA). NEPA clearance was initially obtained in 2005 and was revalidated earlier this year.

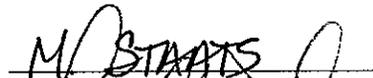
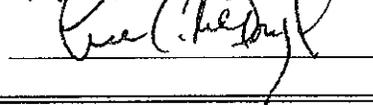
The City recently obtained approval from the California Department of Transportation to advertise Phase 7 of the Mission Boulevard Corridor Improvement Project partially funded by TEA-21 HPP money. Phase 7 improvements extend from approximately 700 feet east of Pipeline Avenue through the Pipeline Avenue intersection. In order to use these funds, the state requires the City to execute a supplemental agreement, which is attached to this report. The state also requires the City to designate by Resolution an individual authorized to sign the supplemental agreement. Resolution No. 09-2815 designates and authorizes Mayor Paul M. Eaton to sign Agreement No. 09-90, Program Supplement No. N004 to Administering Agency-State Agreement No. 08-5326R.

FISCAL IMPACT: The federal money available for this phase of the Mission Boulevard Corridor Improvement Project is \$469,086. The overall cost estimate for Phase 7 is approximately \$1.5 million. The City's failure to submit an executed supplemental agreement to the state would disqualify the City from obtaining federal reimbursement.

Prepared by:

Reviewed and
Approved by:

Proofed by:

Presented by:

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 09-2815 authorizing Mayor Paul M. Eaton to sign Agreement No. 09-90, Program Supplement No. N004 to Administering Agency-State Agreement No. 08-5326R.

RESOLUTION NO. 09-2815

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR AUTHORIZING
MAYOR PAUL M. EATON TO SIGN PROGRAM
SUPPLEMENT NO. N004 TO ADMINISTERING
AGENCY-STATE AGREEMENT NO. 08-5326R**

WHEREAS, the Congress of the United States has enacted the Transportation Equity Act for the 21st Century (TEA-21) and subsequent Transportation Authorization Bills to fund transportation-related programs; and

WHEREAS, these transportation-related programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Program (TE), High Priority Projects (HPP), and the Highway Bridge Program (HBP) (collectively, the "PROGRAMS"); and

WHEREAS, the City of Montclair has previously secured HPP funds under TEA-21; and

WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation-related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

WHEREAS, before federal funds would be made available for a specific program project, the local agency and state are required to enter into an agreement to establish terms and conditions applicable to the local agency when receiving federal funds for a designated project facility and to the subsequent operation and maintenance of that completed facility; and

WHEREAS, the City has previously entered into a master agreement for administering such contracts, known as Administering Agency-State Agreement No. 08-5326R; and

WHEREAS, the master agreement requires a supplemental agreement for each new project; and

WHEREAS, the state requires the local agency to designate by resolution the appropriate City official to sign the supplemental agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby designate Mayor Paul M. Eaton as the local agency official authorized to sign Program Supplement No. N004 to Administering Agency-State Agreement No. 08-5326R.

APPROVED AND ADOPTED this XX day of XX, 2009.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 09-2815 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, 2009, and that it was adopted by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

PROGRAM SUPPLEMENT NO. N004
 to
 ADMINISTERING AGENCY-STATE AGREEMENT
 FOR FEDERAL-AID PROJECTS NO. 08-5326R

Date: August 27, 2009
 Location: 08-SBD-0-MCL
 Project Number: HP21L-5326(012)
 E.A. Number: 08-924869

This Program Supplement hereby incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 08/14/08 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____, approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by State of any funds derived from sources noted below obligated to this project, the Administering Agency accepts and will comply with the Special covenants or Remarks set forth on the following pages.

PROJECT LOCATION:
 Mission Boulevard from the Los Angeles County Line to Benson Avenue

TYPE OF WORK: Landscaping, curb and gutter, drainage, traffic signals, and pavement rehab LENGTH: 2.2 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Q920	\$469,086.00	LOCAL		OTHER
\$1,553,340.00			\$1,084,254.00	\$0.00	\$0.00

CITY OF MONTCLAIR

STATE OF CALIFORNIA
 Department of Transportation

By _____

By _____

Date _____

Chief, Office of Project Implementation
 Division of Local Assistance

Attest _____

Date _____

Title _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *Jessie Lee* Date 9/11/09 \$469,086.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
268	2008	2660-102-890	2008-2009	20.30.010.680	C	262042	892-F	469,086.00

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days after the project contract award. A copy of the award package shall also be included with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract to:

Department of Transportation
 Division of Accounting
 Local Programs Accounting Branch, MS #33
 P. O. Box 942874
 Sacramento, CA 94274-0001.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

3. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
4. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of six (6) years and seven (7) years, respectively, from the start of the fiscal year(s) that those funds were appropriated within the State Budget Act. All project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested and is approved by the California Department of Finance per Government Code Section 16304. The exact date of each fund reversion will be reflected in the approved finance letter(s) issued for this project.

Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement that is not submitted to the Department on or before 60 days after that applicable fixed fund

HP21L-5326(012)

SPECIAL COVENANTS OR REMARKS

reversion date will not be paid from that fiscal year's encumbered funds because all of these unexpended funds will be irrevocably reverted by the Department's Division of Accounting on that date.

Pursuant to a directive from the State Controller's Office and the Department of Finance, the last date to submit invoices for reimbursed work in each fiscal year is May 15th in order for payment to be made out of those then current appropriations. Project work performed and invoiced after May 15th will be reimbursed only out of available funding that might be encumbered in the subsequent fiscal year, and then only when those funds are actually allocated and encumbered as authorized by the California Transportation Commission and the Department's Accounting Office.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation

SPECIAL COVENANTS OR REMARKS

Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
SEPTEMBER 8, 2009, AT 7:20 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:20 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; City Manager McDougal;
and Deputy City Manager/Director of Administrative
Services Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of
August 17, 2009.

Moved by Deputy City Manager/Administrative Services Director
Starr, seconded by Council Member Ruh, and carried unanimously
to approve the minutes of the Personnel Committee meeting of
August 17, 2009.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 7:21 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 7:41 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:41 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
Deputy City Manager/
Director of Administrative Services