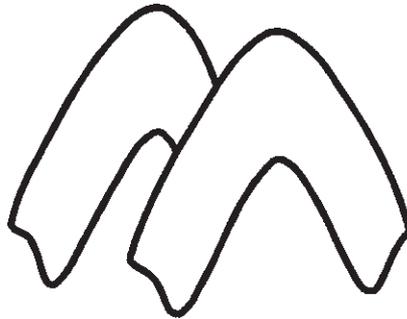


AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND
MONTCLAIR HOUSING CORPORATION

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

July 6, 2010

7:00 p.m.



MONTCLAIR

Mayor Paul M. Eaton

Mayor Pro Tem J. John Dutrey

Council Member Leonard Paulitz

Council Member Carolyn Raft

Council Member Bill Ruh

Acting City Manager Edward C. Starr

City Attorney Diane E. Robbins

City Clerk Donna M. Jackson

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

July 6, 2010

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

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

- A. Second Reading - Consider Adoption of Ordinance No. 10-913 Amending Chapters 7.24, 10.02, and 11.02 and Replacing Chapter 11.60 of the Montclair Municipal Code Related to Water-Efficient Landscaping and Conservation [CC]

VIII. CONSENT CALENDAR

A. Approval of Minutes	
1. Minutes of Regular Joint Council/Agency/MHC Meeting of June 21, 2010	
B. Administrative Reports	
1. Consider Setting a Public Hearing to Consider Ordinance No. 10-915 Amending Section 9.24 of the Montclair Municipal Code Related to the City Storm Drain System [CC]	38
2. Consider Approval of the Filing of a Notice of Completion for Construction of the Bleacher Storage and Reroofing of Various City Facilities Project; Reduction of Faithful Performance Bond to 10 Percent; and Retention of Payment Bond for Six Months [CC]	
Consider Release of Retention 30 Days After Recordation of Notice of Completion [CC]	56
3. Consider Approval of Warrant Register and Payroll Documentation [CC]	59
C. Agreements	
1. Consider Approval of Agreement No. 10-69 with Mariposa Landscapes, Inc., for Landscape and Maintenance of Median Islands, Parks, and Parkways [CC]	60
2. Consider Approval of Agreement No. 10-70 with West Coast Arborists for Tree-Maintenance Services [CC]	75
3. Consider Approval of Agreement No. 10-71 with California Landscape and Design, Inc., for Maintenance Services at the Montclair Skate Park [CC]	87
4. Consider Approval of Agreement No. 10-72, the Second Amendment to Agreement No. 07-122, and Agreement No. 07-123, a Funding and Administrative Services Agreement and Trust Agreement by and between the City of Montclair Redevelopment Agency and Neighborhood Partnership Housing Services [RDA]	95
5. Consider Approval of Agreement No. 10-73 with Liebert Cassidy Whitmore for Participation in the East Inland Empire Employment Relations Consortium [CC]	97
6. Consider Approval of Agreement No 10-76 with the Office of the State Controller, Division of Audits, for Annual Street Report Preparation Services [CC]	100

- 7. Consider Approval of Agreement No. 10-78-I-86, an Irrevocable Annexation Agreement with the Don J. Porter and Robbie R. Porter Family Trust for 3929 Grand Avenue (APN 1013-021-03) [CC] 104

- 8. Consider Approval of Agreement No. 10-79 with First 5, the Children and Families Commission for San Bernardino County, to Continue Case Management and Mental Health Services for Children Ages 0 to 5 [CC]

Consider Approval of Agreement No. 10-80 with Bilingual Family Counseling Services to Provide Case Management and Mental Health Services [CC] 109

- 9. Consider Acceptance of Grants from the Inland Empire United Way to Fund the ArtCorps and Case Management Programs [CC]

Consider Approval of Agreement Nos. 10-81 and 10-82 with the Inland Empire United Way to Provide the ArtCorps and Case Management Programs [CC] 170

- 10. Consider Approval of Agreement No. 10-83 with Kaiser Foundation Hospital, Fontana Medical Center to Fund a Part-Time Medical Clinic Coordinator [CC] 179

D. Resolutions

- 1. Consider Adoption of Resolution No. 10-2852 Authorizing the City Manager to Submit an Application to the State for the Safe Routes to School Grant Program [CC] 184

- 2. Consider Adoption of Resolution No. 10-2854 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 187

- 3. Consider Adoption of Resolution No. 10-2855 Approving Agreement No. 10-74, Amendment No. 2 to the Corridor Design Authority Joint Exercise of Powers Agreement to Change the Voting Membership of the Authority Board of Directors [CC]

Consider Appointment of Council Member Leonard Paulitz as the City's Representative to Corridor Design Authority [CC]

Consider Appointment of City Planner Michael Diaz as the City's Alternate Representative to the Corridor Design Authority [CC] 196

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney/Agency Counsel

1. Closed Session Pursuant to Section 54957.6 of the Government Code Regarding Conference with Designated Labor Negotiator Acting City Manager Edward C. Starr

Agency: City of Montclair

Employee Organizations: City Manager
Management
Montclair Fire Fighters Association
Montclair Police Officers Association
San Bernardino Public Employees Assoc.

2. Closed Session Pursuant to Section 54957.6 of the Government Code Regarding Conference with Designated Labor Negotiator City Attorney Diane E. Robbins

Agency: City of Montclair

Employee Organization: City Manager

3. Closed Session Pursuant to Section 54957 of the Government Code

Public Employee Appointment

City Manager/Executive Director

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

E. Committee Meeting Minutes *(For Informational Purposes Only)*

1. Minutes of the Public Works Committee Meeting of May 20, 2010 204

2. Minutes of the Code Enforcement Committee Meeting of June 21, 2010 209

3. Minutes of the Personnel Committee Meeting of June 21, 2010 211

XII. ADJOURNMENT OF REDEVELOPMENT AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS

(At this time, the City Council will meet in Closed Session regarding labor negotiations and public employee appointment).

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, July 19, 2010, 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 July 1, 2010.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 10-913 AMENDING CHAPTERS 7.24, 10.02, AND 11.02 AND REPLACING CHAPTER 11.60 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO WATER-EFFICIENT LANDSCAPING AND CONSERVATION

DATE: July 6, 2010
SECTION: PUBLIC HEARINGS
ITEM NO.: A
FILE I.D.: ENV400
DEPT.: COMMUNITY DEV.

SECOND READING

BUSINESS

PLAN: N/A

REASON FOR CONSIDERATION: In 2006, Assembly Bill 1881, the Water Conservation in Landscaping Act of 2006, mandated increased water efficiency for both new and existing development statewide. The law required the Department of Water Resources (DWR) to update the State's Model Water-Efficient Landscape Ordinance (MWEO) in 2009 to take effect in 2010.

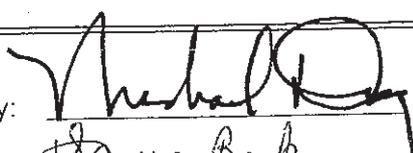
All local land use agencies are required to adopt the MWEO prepared by the DWR or develop their own ordinance that is at least as effective by January 1, 2010. Should no action be taken by the date, the MWEO would automatically become effective in January 2010 by statute.

Adoption of proposed Ordinance No. 10-913 would comply with the State's mandate and also allow the City to impose an Ordinance that is better tailored to local conditions and needs.

PROJECT PROPOSAL: The proposed Water-Efficient Landscaping and Conservation Ordinance (No. 10-913) is intended to comply with the requirements of AB 1881. In preparing the subject Ordinance, City staff participated in a joint effort with the Inland Empire Utilities Agency (IEUA), representatives from local water agencies and municipalities served by IEUA, and landscape professionals to develop a model ordinance that would be consistent with and/or exceed the provisions of the State model and yet be tailored to local conditions. The IEUA Model Ordinance was completed in the summer of 2009 and was used in the preparation of the proposed Ordinance for the City.

The intent of the proposed Ordinance is to protect water supplies through the implementation of a comprehensive approach to the design, installation, and maintenance of landscapes, which will result in water conserving, climate-appropriate landscapes. Since the proposed Ordinance is more comprehensive than the City's existing Ordinance, it was not possible to merely incorporate new changes in the law. Instead, staff is recommending that Chapter 11.60 of the Montclair Municipal Code be replaced

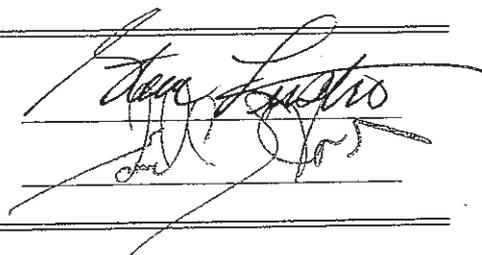
Prepared by:



Proofed by:



Reviewed and
Approved by:



Presented by:

in its entirety with the proposed Water-Efficient Landscaping and Conservation Ordinance. When approved, the new Ordinance would supersede the City's existing water-efficient landscape requirements contained therein. A copy of the proposed Ordinance is included in the Council packets.

New or Modified Requirements

The proposed Montclair Water-Efficient Landscaping and Conservation Ordinance (No. 10-913) will contain new requirements that are based on the requirements of the MWELO including the following:

- **Landscape Architect** - A duly licensed landscape architect would be required to prepare landscaping plans for a project.
- **Water Budget** - Each project subject to the Ordinance would be required to develop a water budget to tailor water usage to the proposed plant materials and evapotranspiration (ET) factors to reduce the use of artificially applied water. The reduction in applied water allowance would likely influence design and plant selection, and would limit the amount of turf used.
- **Soil Testing** - Preinstallation and post-installation soil testing by a laboratory would be required to determine suitability of soil to support plant materials.
- **Hydrozones** - New landscapes would need to be divided into hydrozones, with plants requiring similar water usage grouped into appropriate hydrozones. The DWR model ordinance requires use of a state-recognized publication listing plants and their water usage known as the Water Use Classification of Landscape Species (WUCOLS), published by the University of California Davis, DWR, and the Bureau of Reclamation. Rather than incorporate the entire plant list, the proposed Ordinance incorporates the WUCOLS document by reference.
- **Turf Limits** - Turf will be limited to a maximum of 50 percent of total front and/or street side landscape areas. Lawns will need to be smaller and more purposefully placed. This requirement would not apply to "special landscape areas," such as active parks and playfields.
- **Synthetic Turf** - The proposed Ordinance allows the use of synthetic turf subject to specific criteria and limitations.
- **Weather Based Irrigation Systems & Schedules** - Irrigation controllers will be required to incorporate weather-based, soil moisture-based, or other self-adjusting technology. Sensors (*e.g.*, rain, freeze, wind, etc.) are required to suspend irrigation during unfavorable weather conditions.
- **Sprinkler Setbacks** - No sprinklers or other overhead irrigation will be allowed within 24 inches of hardscape or nonpervious pavements. Allowable irrigation within the setback from nonpermeable surfaces may include drip, drip line, or other low-flow technology.
- **Certification** - Post-installation certification will be required, which includes a water audit of the installed irrigation system, an irrigation schedule for both establishment and ongoing maintenance, and the results of the post-installation soil analysis.

Applicability of Proposed Ordinance No. 10-913

The new standards contained in the proposed Ordinance would apply to all new residential, multifamily, commercial, mixed-use, industrial, and public institutional projects when discretionary approvals or permits (*e.g.*, a Precise Plan of Design, Conditional Use Permit, tentative parcel, or tract maps) from the City are required. Types of projects requiring discretionary City review and approval include residential subdivisions, construction of new commercial and industrial buildings, and major building additions or modifications that include landscaping improvements. The following table summarizes the applicability of the proposed Ordinance to new projects within the City.

Applicability of Proposed Ordinance No. 10-913	
Project Type*	Threshold
Single-family residence (with landscaping installed by developer or homeowner)	New Landscape Area of 5,000 square feet or greater (cumulative)
Residential subdivisions (including maps)	New or affected Landscape Area of 2,500 square feet or greater (cumulative)
Multifamily developments	
Commercial (new or expanded)	
Industrial (new or expanded)	
Public Agency (new or expanded)	
*Discretionary approvals and permits from the City include PPD, CUP, and building permits.	

The proposed Ordinance does not affect existing landscapes. Existing landscapes installed before the effective date of this Ordinance would be exempt provided they are maintained in good condition or that any new landscape improvements do not exceed the applicable threshold levels for compliance. Similarly, there is nothing that would require replacement of any landscaping or irrigation system that would remain undisturbed by construction activities (*e.g.*, during an interior remodeling project). Voluntary upgrades of existing landscaping to meet the "General Requirements for all Properties" as listed in Chapter 11.60 of the Montclair Municipal Code are strongly encouraged.

BACKGROUND: The following is a synopsis of the legislative history leading to the proposed Ordinance:

- In 1990, the Water Conservation in Landscaping Act required the State Department of Water Resources (DWR) to adopt a model local water-efficient landscape ordinance based on the recommendations of an advisory task force. The Act required the model ordinance to contain at least nine provisions for promoting water conservation in landscape design, construction, and maintenance. Cemeteries received special exemptions. After review by the Joint Legislative Budget Committee, DWR had until January 1, 1992, to adopt the model ordinance.
- In 1993, Assembly Bill 325, known as the Water Conservation in Landscaping Act, was passed requiring the DWR to adopt a model water-efficient landscape ordinance to reduce irrigation water waste. Local land use agencies were required to adopt the model ordinance, adopt provisions that were at least as effective in conserving water as the model ordinance, or apply for an exemption. The City of Montclair's current landscape water-conservation requirements, found in Chapter 11.60 of the Montclair Municipal Code, were adopted to be in compliance with state law.

- In 2004, passage of AB 2717 required formation of a task force (California Urban Water Conservation Council) comprised of public and private agencies to evaluate and recommend proposals for improving the efficiency of water use in new and existing urban landscapes in California. The task force adopted 43 recommendations including a recommendation for DWR to update the model water-efficient landscape ordinance originally adopted by the State in 1993.
- In 2006, AB 1881 was approved by the State Legislature in recognition that landscape irrigation accounts for half of urban water use in California. With the state's increasing population and the difficulties in developing new water supplies and storage, increased efficiency in the use of landscape irrigation water is needed. AB 1881 required the Department of Water Resources (DWR) to update the State Model Water-Efficient Landscape Ordinance. The updated model ordinance contained several new landscape and irrigation design requirements aimed at reducing water consumption and waste in landscape irrigation. Once again, local land use agencies were required to adopt a water-efficient landscape ordinance that meets or exceeds the requirements defined by DWR.
- In early 2008, DWR released a draft Model Landscape Ordinance for public review and comment. The draft model ordinance was not well received as many agencies found it difficult to interpret and administer. Local agencies provided feedback to DWR, some of which was incorporated into a revised model ordinance.
- On September 10, 2009, the final approved State Model Water-Efficient Landscape Ordinance was issued by DWR.
- Since 2009, Planning Division staff has worked on the new Water-Efficient and Landscaping Conservation Ordinance using the model ordinance developed with the IEUA.
- On April 26, 2010, the Planning Commission reviewed the proposed Ordinance and vote unanimously to recommend it for the City Council's consideration (Planning Commission Resolution No. 10-1723).

ANALYSIS: Adoption of the proposed Water-Efficient Landscaping and Conservation Ordinance is necessary to comply with recent legislation requiring more stringent standards for landscape irrigation. The proposed Ordinance responds to the State's mandate to adopt requirements that are at least as effective as the State's MWEL. Moreover, staff believes the proposed Ordinance is easier to interpret and administer than the state's model ordinance and is better suited to meet the needs of the City of Montclair.

The new requirements contained in the proposed ordinance will require that more attention be paid to the issue of water usage for landscaping, the incorporation of new irrigation methods and technology, and its maintenance and management. Staff believes that in the long run, a more efficient landscape plan will be of major economic benefit to the property owner, particularly as it translates into lower water bills. While the vast majority of projects to which the new Ordinance would apply are new construction projects, owners of existing properties are encouraged to voluntarily incorporate water-saving techniques into their landscaping and irrigation practices whenever feasible.

Landscaping will now be given a higher priority in the design–review process than before to guarantee compliance with the new Ordinance and be an integral part of the overall design for the project rather than an afterthought. Compliance with the new more stringent standards would not likely be too onerous for most projects. Most projects subject to the Ordinance will already have professionals involved (*i.e.*, architect and/or engineer) in preparing plans, so obtaining the services of a licensed landscape architect would not be unusual.

Staff believes the most likely observable difference resulting from this Ordinance will be a reduction in the amount of turf areas being installed. While turf is not prohibited, it is typically the one plant material that requires the most water. The requirement to prepare a water budget will require that lawn area be smaller and more purposefully placed. As mentioned above, this requirement would not apply to "special landscape areas," such as active parks and playfields, as these areas have a direct recreational purpose.

Landscape Design

In terms of design and aesthetics, the proposed Ordinance incorporates and builds upon the landscape design objectives of the existing Ordinance with the goal of achieving more attractive landscape designs to improve the appearance of a property. Sections 11.60.150 and 11.60.160 of the Ordinance contain design guidelines that landscape architects and homeowners are to use in preparing landscape plans for their properties. Creativity is highly encouraged in the preparation of landscape schemes so long as the designs are attractive, easy to maintain, and promote water conservation.

Having the input of licensed architects involved in the design process from the beginning will help to reach this goal. Reducing irrigation water consumption does not mean that landscape quality and design need to be compromised.

Synthetic Turf

Over the past couple of years, a few residents have contacted staff about the ability to use synthetic turf at their properties. Since the Municipal Code does not address synthetic turf, staff advised residents not to install it until the new Ordinance was in place and standards were developed for its use. Nevertheless, in the face of recent drought conditions, a small number of synthetic turf installations have occurred throughout the City. Most of the known installations have occurred at single-family properties and some are well done while others are not so attractive. The installation of synthetic turf at the Monte Vista Water District's well site at the northwest corner of Benson Avenue and San Bernardino Street is a good example where synthetic turf has been used in conjunction with live trees and shrubs.

Staff believes the ability to utilize synthetic turf as an element could be appropriate in certain contexts. Synthetic turf is defined in the new Ordinance as an artificial product manufactured from synthetic materials that effectively simulates the appearance and color of live turf, grass, sod, or lawn. The use of indoor or outdoor plastic or nylon carpeting as a replacement of synthetic turf or natural turf would be prohibited. Moreover, Section 11.60.130 of the proposed Ordinance provides new standards for the use of synthetic turf to ensure the material is appropriately selected, placed, installed, and maintained. The proposed standards are similar to those adopted by other jurisdictions in the area. Given the relatively high cost of synthetic turf, it is not likely that there will a rush to install it.

Monitoring and Enforcement

AB 1881 contains provisions that statutorily require local agencies to monitor landscape water use and ensure compliance with the Water-Efficient Landscaping and Conservation Ordinance. The Planning Division would be responsible for ensuring that landscape plans comply with Ordinance requirements during the development review and plan check process. During construction and prior to occupancy, planners would conduct field inspections to verify if improvements have been completed in accordance with approved plans.

Landscape architects and installers would be required to certify via signed affidavits that their designs comply with the requirements of the proposed Ordinance and that installation is per approved plans. By requiring licensed professionals to sign against their license, a high level of compliance is expected to avoid any disciplinary actions through their respective license governing boards.

Post-construction enforcement would be the responsibility of the Monte Vista Water District (MVWD), which will monitor irrigation water use through monthly billing cycles by comparing a site's actual water use against its approved irrigation water budget. Where a property exceeds its established water budget, MVWD staff will take steps to notify the property owner that corrective action is needed. Lastly, the proposed Ordinance contains language that requires landscaping to be properly maintained at all times.

PUBLIC NOTICE AND COMMENTS: A notice of public review was advertised in the INLAND VALLEY DAILY BULLETIN newspaper on April 16, 2010, for the Planning Commission's review of the proposed Ordinance. Additionally, representatives from the Monte Vista Water District and the Chino Basin Water Conservation District were invited to attend the meeting regarding the proposed Ordinance. No members from the general public attended or spoke for or against the proposed Ordinance.

Public notice for the City Council's review of the proposed Ordinance was advertised in the INLAND VALLEY DAILY BULLETIN on June 11, 2010. At the time this report was prepared, no comments or inquiries had been received by staff regarding this item.

ENVIRONMENTAL DETERMINATION: The Director has concluded that the proposed Water-Efficient Landscaping and Conservation Ordinance (No. 10-913) is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15307 and 15308 of the State CEQA Guidelines as an action taken to assure the maintenance, restoration, enhancement, and protection of natural resources and the environment where the regulatory process involves procedures for protection of the environment. Moreover, the proposed Ordinance would not have a significant effect on the environment as it does not, in itself, approve any construction activities but, instead, establishes standards, permit requirements, and other measures that regulate the design, installation, and maintenance of new and rehabilitated landscapes more stringently than existing codes.

FISCAL IMPACT: There would be no direct fiscal impact on the City's General Fund at this time should the City Council adopt the proposed Ordinance. The City already reviews landscape plans for compliance with existing water-efficient landscape requirements via the development review process. The City also currently inspects projects prior to occupancy for compliance with various standards and codes.

New staff efforts would be limited to providing information to applicants, reviewing a checklist and possibly sending more complicated landscape plans out for detailed review. An additional fee may be required for landscape documentation processing to be paid by the applicant for any outside consultant reviews and additional staff time required for large projects.

RECOMMENDATION: Planning Commission and staff recommend the City Council find the proposed Ordinance, known as the Montclair Water-Efficient Landscaping and Conservation Ordinance (No. 10-913), meets or exceeds the intent of the state Model Water Efficiency Landscape Ordinance (MWELo). Accordingly, the Planning Commission and staff recommend the City Council adopt Ordinance No. 10-913 amending Chapters 7.24, 10.02, and 11.02 and replacing Chapter 11.60 of the Montclair Municipal Code related to water-efficient landscaping and conservation.

ORDINANCE NO. 10-913

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTERS 7.24, 10.02 AND 11.02, AND REPLACING CHAPTER 11.60 OF THE MONTCLAIR MUNICIPAL CODE (LANDSCAPE WATER CONSERVATION) WITH A NEW ORDINANCE RELATED TO WATER-EFFICIENT LANDSCAPING AND CONSERVATION AND RECENT UPDATES TO STATE LAW

WHEREAS, the State Legislature adopted the "Water Conservation in Landscaping Act of 2006" (AB 1881) requiring the Department of Water Resources (DWR) to update the State Model Water Efficient Landscape Ordinance. The updated model ordinance contains several new landscape and irrigation design requirements aimed at reducing water consumption and waste in landscape irrigation; and

WHEREAS, all local land use agencies are required to adopt the model ordinance, or develop an ordinance that is at least as effective by January 1, 2010. Should no action be taken, by statute the DWR model ordinance would automatically become effective; and

WHEREAS, since 2008, City staff has worked with Inland Empire Utilities Agency (IEUA), representatives from local water agencies and municipalities served by IEUA, and landscape professionals to develop an ordinance tailored to meet the region's needs that is based on, and in some areas exceeds, the requirements of the State Model Water Efficient Landscape Ordinance; and

WHEREAS, the provisions of this ordinance are intended to protect water supplies through the implementation of a comprehensive approach to the design, installation, and maintenance of landscapes, which results in water conserving, climate-appropriate landscapes; and

WHEREAS, the purpose of this Ordinance is to provide standards and requirements for the installation of landscaping for all new and expanded development within the City in order to promote the general welfare of the community, encourage attractive and logical development, and to aid in conserving water by encouraging the use of varieties of plants, trees and shrubs indigenous to arid regions which are characterized by low water consumption; and

WHEREAS, the new Water Efficient Landscape and Conservation Ordinance ("Proposed Ordinance") will be incorporated into Title 11 of the Montclair Municipal Code (Zoning and Development) and will supersede the existing Landscape Water Conservation Ordinance contained in Chapter 11.60; and

WHEREAS, the City Council finds that the provisions of this ordinance are at least as effective in conserving water as the Model Water Efficient Landscape Ordinance adopted by the California Department of Water Resources pursuant to

the Water Conservation in Landscaping Act (Government Code Section 65591 *et seq.*); and

WHEREAS, the Director of Community Development is directed to submit a copy of this ordinance and evidence in the record supporting the preceding findings to the California Department of Water Resources; and

WHEREAS, the City Council finds that this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15307 and 15308 of the State CEQA Guidelines as an action taken to assure the maintenance, restoration, enhancement, and protection of natural resources and the environment where the regulatory process involves procedures for protection of the environment. Moreover, the ordinance will not have a significant effect on the environment as it does not in itself approve any construction activities, but instead establishes standards, permit requirements, and other measures that regulate the design, installation, and maintenance of new and rehabilitated landscapes more stringently than existing codes; and

WHEREAS, the Director of Community Development is directed to file a Notice of Exemption in accordance with CEQA and the State CEQA Guidelines.

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

SECTION I. Section 7.24.020.A.17 of Title 7 ("Public Peace, Morals and Welfare") of the Montclair Municipal Code is hereby repealed and deleted in its entirety.

SECTION II. The definitions of "Hardscape" and "Landscaped area" contained in Chapter 10.02 ("Definitions") of Title 10 ("Buildings and Construction") of the Montclair Municipal Code are hereby repealed and deleted in their entirety.

SECTION III. Chapter 11.02.010 ("Definitions") of Title 11 ("Zoning and Development") of the Montclair Municipal Code is hereby amended to include the following:

11.02.010 Definitions.

Antidrain Check Valve. A valve located under a sprinkler head to hold water in the system to prevent drainage from the lower elevation sprinkler heads when the system is off.

Applicant. As it relates to Chapter 11.60 herein, any person required to submit a Landscape Documentation Package. Applicant may include the property owner or an agent of the owner.

Application Rate. The depth of water applied to a given area, usually measured in inches per hour or gallons per hour.

Applied Water. The portion of water supplied by the irrigation system to the landscape area.

Approval. The decision by a public agency which commits the agency to a definite course of action in regard to a project intended to be carried out by any person. Approval occurs when the public agency commits to allow a use and/or

issue a permit, grant, license, or other entitlement. The exact date of approval of any project is a matter determined by each public agency according to its rules, regulations, and ordinances.

Automatic Rain Shutoff Feature. A system capability which detects rainfall and automatically suspends the operation of the irrigation system during rain events.

Backflow Prevention Device. A safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

Botanical Gardens and Arboretums. Public or private facilities for the demonstration and observation of the cultivation of flowers, fruits, vegetables, or ornamental plants.

Building Permit. An authorizing document issued by local agencies for new construction or rehabilitated landscape.

California Irrigation Management Information System (CIMIS). A program in the Office of Water Use Efficiency (OWUE), California Department of Water Resources (DWR) that manages a network of over 120 automated weather stations in the state of California. CIMIS was developed in 1982 by the DWR and the University of California at Davis to assist California's irrigators in managing their water resources efficiently.

Certified Landscape Irrigation Auditor. A person certified to perform landscape irrigation audits by an accredited educational institution or a professional trade organization.

CFS. Cubic feet per second.

Community Development Director. The person responsible for directing the activities of the Community Development Department including the implementation of planning, zoning, and related codes and policies.

Control Valve. A device used to control the flow of water in the irrigation system. It may also mean all of the sprinklers or emitters in a line controlled by the valve.

Controller. An automatic timing device used to control valves or heads to operate an irrigation system. A weather-based controller is a controller that uses evapotranspiration or weather data. A self-adjusting irrigation controller is a controller that uses sensor data (*i.e.*, soil moisture sensor).

Conversion Factor (0.62). A number that converts the maximum applied water allowance from acre-inches per acre per year, to gallons per square foot per year. The conversion factor is calculated as follows:

$$(325,851 \text{ gallons}/43,560 \text{ SF})/12 \text{ inches} = 0.62$$

Where: 325,851 gallons = one acre foot
43,560 square feet = one acre
12 inches = one foot

To convert gallons per year to 100 CF per year, divide gallons per year by 748 (748 gallons equals 100 CF).

Cultivated Landscape Area. Planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

Design Review. Design review is the local government practice of examining public and private projects for their aesthetic, architectural, or urban design quality and compatibility with nearby development. Design review focuses on the appearance of new construction, site planning, and such concerns as landscaping, signage, and other aesthetic issues. Design review typically involves reviewing development projects for their consistency with a community's adopted standards or criteria addressing community character and aesthetic quality.

Developer. A landowner or owner's agent responsible for the development of land. This definition does not include homeowners or landlords of single-family homes.

Development. The uses to which land will be put; the buildings and structures to be constructed on the land; and all alteration of the land and other construction associated with these uses, buildings, and structures.

Ecological Restoration Project. A project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

Emitter. Drip irrigation fittings that deliver water slowly from the irrigation system to the soil.

Established Landscape. The point in which plants in the landscape area have developed roots into the soil adjacent to the root ball. Typically, most plants are established after one (1) or two (2) years of growth.

Establishment Period. The first year after installing plant material in the landscape area, or the first two (2) years if irrigation will be terminated after establishment.

Estimated Annual Applied Water Use. The portion of the estimated annual total water use that is derived from applied water. The estimated annual applied water use shall not exceed the maximum applied water allowance.

Estimated Total Water Use. The annual total amount of water estimated to be needed to keep the plants in the landscaped area healthy. It is based upon such factors as the local evapotranspiration rate, the size of the landscaped area, the types of plants, and the efficiency of the irrigation system.

ET Adjustment Factor. A factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water to be applied to the landscape area. A combined plant mix with a statewide average 0.5 is the basis of the plant factor portion of this calculation. The irrigation efficiency for purposes of the ET adjustment factor is 0.71.

ETo (Reference Evapotranspiration). A standard measurement of environmental parameters that affect the water use of plants. ETo is given in inches per day, month, or year, and is an estimate of the evapotranspiration of a large field of 4 to 7 inch tall cool-season grass that is well watered.

Evapotranspiration. The quantity of water evaporated from adjacent soil surfaces and transpired by plants during a specific time. The reference evapotranspiration rates (in inches) for the City of Montclair are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
2.1	2.9	3.9	4.5	5.7	6.5	7.3	7.1	5.9	4.2	2.6	2.0	54.6

Flow Rate. The rate at which water flows through pipes and valves, usually in GPM or CFS.

GPM. Gallons per minute.

Ground Cover. Plants, other than turf grass, normally reaching an average maximum height of not more than two (2) feet at maturity.

Hardscape or Hardscaping. Nonliving and inanimate and/or durable elements of a landscaping plan, including but not limited to pavement, masonry work or woodwork. Decorative hardscape elements include appropriately sized fountains or boulders, river rock, cobbles, crushed rock, gravel, organic mulches, walks, decorative pavers, and artificial turf that complement living plant materials and enhance the appearance of the property and structures built thereon, and serve as an integral part of an overall landscape concept. Pools and other water features are considered part of the landscaped area and not considered hardscapes for purposes of Chapter 11.60 herein.

Homeowner. A homeowner, for purposes of Chapter 11.60 herein, is a person who owns the subject property and occupies the dwelling thereon. This definition excludes speculative homes, which are not owner-occupied dwellings and that are subject to the requirements applicable to developer-installed residential landscape projects. This definition also excludes rental units regardless of number of units on a property.

Homeowner Installed Landscape. Any landscaping either installed by the homeowner or by a contractor, person, or persons hired by the homeowner.

Hydrozone. A portion of the landscape area with plants having similar watering needs and which is served by a valve or set of valves with the same watering schedule.

Impervious Surface. A surface composed of any material which impedes or prevents the natural infiltration of water into the soil. Such surfaces include all concrete, asphalt and gravel surfaces. These include, but are not be limited to, streets and parking areas, sidewalks, patios, and structures which cover the land.

Infiltration Rate. The rate of water entry into the soil, expressed as a depth of water per unit of time (inches per hour).

Invasive Species. Nonindigenous species that adversely affect the habitats they invade economically, environmentally or ecologically. Invasive species may be regulated by county agricultural agencies as noxious species. "Noxious weeds" means any weed designated by the Weed Control Regulations in the Weed Control Act and identified on a Regional District noxious weed control list. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

IPH. Inches Per Hour

Irrigation Audit. The evaluation of an irrigation system's performance and efficiency as conducted by a Certified Landscape Irrigation Auditor.

Irrigation Efficiency. The measurement of the amount of water beneficially used, divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum irrigation efficiency for purposes of Chapter 11.60 is 0.71. Greater irrigation efficiency can be expected from well designed and maintained systems.

Irrigation System. A permanent artificial watering system designed to transport and distribute water to plants.

Landscape Architect. A person licensed to practice landscape architecture in the State of California pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code.

Landscape Area. The planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance (MAWA) calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, artificial turf, other pervious or nonpervious hardscapes, and other nonirrigated areas designated for nondevelopment (*e.g.*, open spaces and existing native vegetation).

Landscaping. Any combination of living plant materials (such as trees, shrubs, vines, ground covers, or turf) and nonliving material (such as artificial turf, rocks, pebbles, sand, mulch, walls, fences, or decorative paving materials). Parking, storage areas, or vehicular ways are not considered landscaping.

Landscape Concept Plan. The portion of a landscape documentation package that includes a design statement for the project, irrigation notes, planting notes, the plant palette, meeting the water conservation goals, design standards, and specifications contained in Chapter 11.60 herein.

Landscape Construction Drawings. The portion of a landscape documentation package that includes the irrigation plan, plant and soils plan, water management plan, and conforms with the requirements of Chapter 11.60 herein.

Landscape Documentation Package. The complete packet of documents required under Section 11.60.120 to be submitted to the local agency. Documentation packages include the landscape concept plan and landscape construction drawings.

Landscape Water Audit. An in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. Audits include, but are not limited to, inspection, system tune-up, system test for distribution uniformity, verification of minimal overspray or runoff that causes overland flow and preparation of an irrigation schedule.

Local Agency. A local agency is the entity responsible for the approval of a permit, plan check, and design review for a project. The City of Montclair is the local agency responsible for adopting and implementing the requirements in this Title.

Local Water Purveyor. Any entity including a public agency, city, county, or private water company that provides retail water service.

Low-Head Drainage. Drainage from a sprinkler that is caused by water flowing through an irrigation system from a higher level of elevation.

Maximum Applied Water Allowance (MAWA). For design purposes, the upper limit of annual applied water for the established landscape area as specified in Section 11.60.150 herein (*Calculation of the Maximum Applied Water Allowance*). The maximum applied water allowance is based upon the reference evapotranspiration, the ET adjustment factor, and the size of the landscape area.

Mulch. Any organic material such as leaves, or bark, or inorganic material such as pebbles, stones, gravel, decorative sand or decomposed granite left loose and applied to the soil surface to reduce evaporation.

Operating Pressure. The pressure at which a system of sprinklers is designed to operate, usually indicated at the base of a sprinkler.

Overspray. Irrigation that is delivered beyond the landscape area, wetting pavement, walkways, structures, or other nonlandscaped areas.

Parkway. That area of land located between the back of the street curb and the property line including any sidewalk or landscaping area located therein.

Pervious Surface. Any surface or material that allows the passage of water through the material and into the underlying soil.

Plant Materials. All living plant species consisting of trees, shrubs, annuals, perennials, vines, groundcovers, ornamental and turf grasses that will thrive in the City's climate.

Planting Plan. Plan submitted with the construction drawings indicating a list and quantity of plants.

Potable Water. Water meant for human consumption that is treated to legal standards for human consumption.

Pressure Regulator. A device used in sprinkler systems for radius and high pressure control.

PSI. Pounds per square inch.

Recycled Water. Treated wastewater of a quality suitable for nonpotable uses, such as landscape irrigation and water features. Because it is suitable for a direct beneficial use or a controlled use that would not otherwise occur, it is considered a valuable resource. This water is not intended for human consumption.

Regular Maintenance. Regular maintenance shall include, proper pruning, staking, mowing and aerating of lawns, weeding, removal of litter, fertilizing, replacement of plants and mulch when necessary, and watering in accordance with required watering schedule. Also included is the routine inspection, adjustment, and repair of the irrigation system and its components; conducting water audits; prescribing the amount of water applied per landscaped acre; aerating and dethatching turf areas; replenishing mulch; fertilizing; and pruning and weeding in all landscape areas.

Rehabilitated Landscapes. Any relandscaping associated with a project that requires a building permit and meets the requirements of Section 11.60.030.

Runoff. Water that is not absorbed by the soil or landscape area to which it is applied and flows from the area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate), for an excessive time period, or when there is a steep slope.

SMART Irrigation Controller. Weather-based or soil moisture-based irrigation controller that monitors and uses information about the environmental conditions at a specific location and landscape to automatically adjust water schedules.

Soil Amendments. Any material added to a soil to improve its physical properties, such as water retention, permeability, water infiltration, and drainage.

Soil Management Plan. Plan submitted with the construction drawings indicating results from soil tests and recommended soil amendments.

Soil Test. A test done by a soil test lab that indicates, at a minimum, soil texture, water holding capacity, pH, and soluble salts.

Soil Type. The classification of soil based on the percentage of its composition of sand, silt, and clay.

Special Landscape Area. Landscape areas dedicated to edible plants or irrigated with recycled water, water features filled with recycled water, cemeteries, and areas dedicated to active play such as parks, sports fields, and golf courses.

Sprinkler Head. A device which delivers water through a nozzle.

Static Water Pressure. Water main pressure available from the water purveyor (Monte Vista Water District).

Station. An area served by one valve or by a set of valves that operates simultaneously.

Sunset Western Climate Zone System. The climate zone system designed and published by Sunset Magazine for its Western Garden Book. The Sunset System is designed to account for such factors as precipitation, summer heat, and plant performance in assigning zone designations. For the purposes of Chapter 11.60 herein, the City of Montclair is located in Zones 18 and 19.

Synthetic Turf. An artificial product manufactured from synthetic materials that effectively simulate the appearance of live turf, grass, sod, or lawn. The use of indoor or outdoor plastic or nylon carpeting as a replacement of synthetic turf or natural turf shall be prohibited.

Tree Topping. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the natural canopy and disfigure the tree. Crown reduction by a qualified arborist may be substituted, where appropriate.

Turf. A surface layer of earth containing mowed grass or grass-like plant with its roots, planted as sod, seed, or hydroseed. Common cool-season turfs include annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue, and tall fescue. Common warm-season turfs include Bermuda grass, Kikuyu grass, Seashore Paspalum, St. Augustine grass, Zoysia grass, Carex pansa, and Buffalo grass.

Valve. A device used to control the flow of water in an irrigation system.

Vegetation, Native. Any plant species with a geographic distribution indigenous to all or part of the southern region of the state of California. Plant species that have been introduced by man are not native vegetation.

Water-Conserving Landscape Design. A landscape design developed to conserve water.

Water Efficiency. The planned management of water to prevent waste, overuse, and exploitation of the resource. Water efficiency planning incorporates the analysis of costs and uses of water; specification of water-saving solutions; installation of water-saving measures; and verification of savings to maximize the cost-effective use of water resources. Water-efficient irrigation and landscaping measures include use of water-efficient irrigation systems, irrigation control systems, low-flow sprinkler heads, water-efficient scheduling practices, and drought-resistant plant materials.

Water Feature. Any object that utilizes water for nonirrigation, decorative purposes. Fountains, streams, man-made ponds, man-made lakes, and swimming pools are considered water features.

Water Management Plan. A plan submitted with the construction drawings as part of the landscape documentation package.

Water Quality Management Plan (WQMP). A guideline for project-specific post construction Best Management Practices and to address management of urban runoff quantity and quality to protect receiving waters.

Water Schedules. Schedule of irrigation times through a given year.

WUCOLS. A publication (Water Use Classification of Landscape Species) by the University of California Cooperative Extension, the Department of Water Resources, and the Bureau of Reclamation (2000). The purpose and intended use is to provide guidance to landscape professionals when selecting plant material and when estimating the amount of water used by plants. It also serves as a guide to assist in developing irrigation schedules for existing landscapes.

Section IV. Chapter 11.60 (Landscape Water Conservation) of the Montclair Municipal Code is hereby repealed and deleted in its entirety.

Section V. Chapter 11.60 (Water Efficient Landscape and Conservation Ordinance) is hereby added to Title 11 ("Zoning and Development") of the Montclair Municipal Code to read as follows:

Chapter 11.60

WATER EFFICIENT LANDSCAPING AND CONSERVATION

Sections:

11.60.010	Purpose and Intent
11.60.020	Authority
11.60.030	Applicability
11.60.040	Exemptions
11.60.050	General Landscape Requirements For All Properties
11.60.060	Fences, Walls, and Retaining Walls
11.60.070	Parkway Planter Standards
11.60.080	Review Process
11.60.090	Landscape Architect Required
11.60.100	Plan Readability and Enforceability
11.60.110	Landscaping Documentation Package
11.60.120	Conceptual Landscape Plan Requirements
11.60.130	Synthetic Turf
11.60.140	Development of a Water Budget
11.60.150	Landscape Construction Plans
11.60.160	Irrigation Requirements
11.60.170	Recycled Water
11.60.180	Water Quality Management Plan
11.60.190	Modification or Waiver from Specific Requirements
11.60.200	Coordination with Local Water Agency
11.60.210	Minor Revisions to Approved Landscape Plans
11.60.220	Certificate of Completion
11.60.230	Inspection and Enforcement
11.60.240	Maintenance of Approved Landscapes

11.60.010 Purpose and Intent.

The purpose of the Water Efficient Landscape and Conservation Ordinance is to:

A. Recognize that landscaping enhances the aesthetic appearance of developments and communities.

B. Support the beneficial, efficient, and responsible use of water resources for all customers/users within the City of Montclair.

C. Retain the land's natural hydrological role within the Santa Ana Watershed and promote the infiltration of surface water into the groundwater in the Chino Basin.

D. Acknowledge that landscape water use accounts for more than 60 percent of all domestic water use in the City of Montclair and the need to utilize water and other resources as efficiently as possible.

E. Promote the use of low-water-use plants and minimize the use of cool season turf.

F. Preserve existing natural vegetation and the incorporation of native plants, plant communities, and ecosystems into landscape design, where possible.

G. Conserve potable water by maximizing the use of recycled water and other water conserving technology for appropriate applications.

H. Encourage the appropriate design, installation, maintenance, and management of landscapes so that water demand can be decreased, runoff can be retained, and flooding can be reduced without a decline in the quality or quantity of landscapes.

I. Increase public education about water conservation and efficient water management.

J. Reduce or eliminate water waste.

K. Be at least as effective in conserving water as the model ordinance adopted pursuant to Government Code §65595, commonly known as Assembly Bill 1881.

11.60.020 Authority.

The Director of Community Development or his/her designee shall have the duty and authority to administer and enforce the provisions of this Ordinance. For projects requiring Planning Commission or City Council review and approval, additional conditions may be imposed as may be deemed necessary in order to fully carry out the provisions and intent of this ordinance.

No building permits or design approval shall be granted for projects subject to this Ordinance without prior review and approval of the Landscaping Documentation Package as required herein.

11.60.030 Applicability.

Effective September 1, 2010, the provisions of this Chapter shall apply to all of the following types of landscape projects:

A. New construction and rehabilitated landscape areas associated with all public agency projects; private commercial, industrial, and institutional projects; and developer-initiated single-family subdivisions and multifamily residential projects that require a building permit and/or design review *and* have a net aggregate project landscape area equal to or greater than a total of 2,500 square feet.

B. New construction and rehabilitated residential landscape areas associated with a homeowner-installed project (do-it-yourself or contractor projects) that require a building permit *and* have a total net aggregate project landscape area equal to or greater than 5,000 square feet.

11.60.040 Exemptions.

This ordinance shall not apply to:

A. Existing landscapes installed before the effective date of this ordinance. Voluntary upgrades of existing landscaping to meet the General Requirements for all Properties as listed in this Chapter are strongly encouraged.

B. Registered local, state, or federal historical sites.

C. Ecological restoration projects that do not require a permanent irrigation system.

D. Mined land reclamation projects that do not require a permanent irrigation system.

E. Botanical gardens and arboretums open to the public.

11.60.050 General Landscape Requirements For All Properties.

Landscaping shall be required for all residential, commercial, and industrial properties. It shall be the responsibility of the Planning Division to regulate and control the scope, quantity, and quality of all landscape development within the City, including, but not limited to street trees, open areas, parking lots, City parkways, front and street side yards, residential tract entries, and establish criteria for hardscape elements such as walls and fences.

The following landscape standards and requirements shall be used when preparing new landscape plans development projects within the City including modifications to existing planned development(s):

A. A landscape design plan shall illustrate a recognizable pattern or theme for the overall improvement of the property and shall incorporate basic design principles of scale, balance, texture, form, and unity. Creativity is encouraged in the preparation of landscape schemes so long as the designs are attractive, easy to maintain, and promote water conservation.

B. Each landscape plan shall address functional aspects of landscaping, including, but not limited to, the following:

1. Drainage, erosion prevention, and wind barriers

2. Slope protection. Any disturbed slopes to be revegetated with erosion protective plantings and surfacing

3. Provision for shade, reduction of glare, recreation use, and visual relief

4. Screen adjacent uses from parking or storage areas, trash enclosures, public utilities, and other similar land uses or elements that could cause a negative impact on adjacent uses based on aesthetics, noise, odors, etc.

5. Provide landscaping that is compatible with the neighboring uses

6. Relieve solid, unbroken building elevations and/or to soften the appearance of continuous wall planes

7. Specify vines or planted wall coverings to deter graffiti of walls and other architectural surfaces.

C. Landscaping plans shall feature the predominate use of water saving plant materials suitable to the local climate that are grouped together into distinct hydrozones (plants having similar water needs and microclimate growing requirements), and be of a variety that will provide a high degree of visual interest during all seasons.

D. Concrete and/or asphalt pavement surfaces may not be used within landscape areas, except for required driveways and walkways.

E. Plant materials—including vines, shrubs, perennials, ornamental grasses, turf, and groundcover plants—shall comprise a minimum of 50 percent

of the landscape area of the front and street side yard areas. Turf grasses may not comprise more than 50 percent of the living plant materials used within any required front and street side yard landscape areas.

F. Decorative hardscape elements may not exceed a maximum of 50 percent of a required front and street side yard landscape area. Decorative hardscape elements include appropriately sized fountains or boulders, river rock, cobbles, crushed rock, gravel, organic mulches, walks, decorative pavers, and artificial turf which complement living plant materials, enhances the appearance of the property and structures built thereon, and an integral part of an overall landscape concept.

G. Clear Vision Triangle: On all corner lots, in zones with a required front yard, this triangle is defined as an area bounded by the front and side property lines and a line connecting them at two (2) points thirty feet (30') back from their intersection. Within this triangle, no plant material or structure may exceed three feet (3') in height, measured from top of the adjacent curb.

H. Painted surfaces or use of artificial plants, except synthetic turf as allowed by this Ordinance, shall not be permitted under any circumstances.

I. Existing healthy and mature trees shall be preserved or relocated elsewhere on the site, wherever feasible.

J. Landscaping shall be compatible with the character of landscaping on adjacent property, provided that the quality of the adjacent landscape meets the standards of this Chapter. It is not the intent of this section to require the use of identical plant materials or landscape designs.

K. All landscaped areas shall be supported by an automatic irrigation system and a backflow prevention assembly according to standard details adopted by the City. All irrigation systems and landscaped areas shall be designed, constructed, and maintained so as to promote water conservation, avoid overspray onto walls and structures, and to prevent water overflow or seepage onto the street, sidewalk, parking areas, or other nonpervious areas to the maximum extent feasible.

L. All aboveground irrigation devices, such as timers, Fire Department connections (FDC), double detector check valves (DDC), backflow devices, etc., shall be incorporated into planting areas and located out of public view or screened to minimize the aesthetic impacts to the greatest extent possible. For FDC and DDC devices, the applicant shall consult with the local water purveyor and/or Fire Department to verify technical requirements and to find the least prominent location(s) possible.

M. Each landscape plan shall demonstrate a concern for solar access, including exposure and shading of window areas.

N. Property owners shall be responsible for regularly maintaining all landscaping in a healthy and vigorous living condition at all times. This requirement shall include proper pruning, mowing of lawns, weeding, removal of litter and debris, fertilizing, and the regular watering of all plants. Dead vegetation shall be promptly replaced with healthy, living plants in accordance with standard seasonal planting practices.

O. In addition to conforming to this Chapter, all landscaping shall also conform to the specific landscape requirements contained in all other applicable Code sections. If a discrepancy arises between any landscape requirements, the section requiring the most landscaping and stricter design criteria shall apply.

11.60.060 Fences, Walls, and Retaining Walls.

Fence, wall, and retaining wall materials height and placement are regulated by the provisions of Title 11 herein and require a building permit. Scaled construction plans and details—including dimensions, materials, and finishes—shall be provided for fences and walls including a site plan that shows the location, height, and length of each fence, wall, and retaining wall. No permits shall be issued if this information is not provided or if the information provided is incomplete.

11.60.070 Parkway Standards.

Property owners shall properly landscape, irrigate and maintain City parkways adjacent to and/or fronting their properties. All work within City parkways shall be reviewed and approved by the City and, depending on the scope of work occurring within the parkway, an Encroachment Permit or Construction Permit may be required.

The following minimum guidelines shall apply to landscaping and improvements within parkway planters:

A. Use of a parkway shall be limited to landscaping. At least 75 percent of a curb-adjacent parkway shall be devoted to plant materials and appropriate organic mulching materials. For noncurb adjacent parkways, landscaping shall be provided and incorporated into the landscaping scheme of the adjoining front or street yard area.

B. The placement of any plant materials, hardscape, or structures within a curb adjacent parkway shall not obstruct car doors from opening and/or the ability of passengers to safely exit from parked vehicles.

C. New plant materials installed within the parkway shall be water efficient plants that grow to a maximum height of 18 inches or less. The replacement of turf in the parkway with new water conserving plant materials is greatly encouraged.

D. No structures shall be allowed in parkways, except for mailboxes when required by the US Postal Service (USPS), or other utility structures as approved by the City Engineer.

1. Mail boxes shall be subject to USPS standards, and of a size that is limited to the smallest size necessary to safely secure the mail box and not obstruct visibility. Mail boxes shall not protrude beyond back of curb.

2. Mailbox structures shall be designed to be compatible with the design of the main structure it serves.

E. Parkway improvements shall not interfere with above- or belowground public or private utilities. Any changes or damages to any public or private utility caused by the installation shall be repaired at the sole expense of the property owner.

F. Only street trees listed on the official City Street Tree List shall be planted within the parkway. City street trees shall not be pruned, removed or damaged in any way. Removed or damaged trees shall be replaced with trees of similar size and maturity as that which was removed or as otherwise required by the Community Development Director.

G. No cacti, thorny plants, or other hazardous plant species shall be allowed.

H. The growing of crops, fruit-bearing trees, or vegetables shall not be permitted.

I. All rock/stones, bark and mulch shall be no higher than the plane established by the top of the adjacent curb and the sidewalk. Grouted rock or stonework shall be subject to review and approval of the City Engineer.

J. Only natural earth tone colors will be permitted for mulch, stones, or rocks and shall be subject to review and approval by the Community Development Director and the City Engineer.

K. Proper maintenance of parkways shall be the sole responsibility of the adjacent property owner at all times and at no expense to the City of Montclair.

11.60.080 Review Process.

The review of all landscaping projects subject to the provisions of this Chapter shall be performed by the Community Development Department pursuant to its general development review process for projects within the City as specified in Chapters 11.06 and 11.80. Landscaping may be reviewed as an individual project or as part of a larger development review submittal, whichever applies.

A. Submittal – Prior to issuance of a building permit or approval of an entitlement where landscaping is required, the project applicant shall submit a Landscape Documentation Package to the City for review and approval. The Landscape Documentation Package shall contain the information required by Section 11.60.110 herein.

The Landscape Documentation Package shall include certification indicating that the Landscape Concept Plan and water use calculations have been prepared by or under the supervision of a California licensed landscape architect and are certified to be in compliance with the provisions of this Chapter.

B. Review for Compliance – Landscape Documentation Package will be reviewed for completeness and compliance with the requirements of this Chapter. Water use calculations shall be consistent with calculations contained herein and shall be provided to the local water purveyor, as appropriate, under procedures determined by the City.

Following a review of the Landscape Documentation Package, the City will approve the Landscape Documentation Package if it is complete and in compliance with the requirements of this Chapter and will issue a permit, approve a plan check, or proceed to obtain formal project design review and approval from the Planning Commission or City Council. If the Landscape Documentation Package is not complete or not in compliance with the requirements of this Chapter, it will be returned to the applicant for required corrections. Failure to comply with the requirements of this Chapter shall be grounds for denial of the project.

C. Design Approval – A Landscape Documentation Package shall be approved when the Community Development Director verifies that the proposed Landscape Concept Plan for the project complies with the provisions of this Chapter, other applicable provisions of this code, and when any applicable land use permit or other entitlement requirements have been fulfilled. A copy of the approved plan will be kept on file in order to use at a later date to ensure that the plan was implemented as permitted and maintained as required.

D. Plan Check – When a Landscape Documentation Package has been approved by the Community Development Director, it shall be submitted to the Building Division and/or City Engineer for plan check review and subsequent issuance of required permits. Plans submitted for plan check review shall be

shall be consistent with and in compliance with the approved Landscape Documentation Package for a project.

E. Inspection Prior to Occupancy – Prior to the issuance of a Certificate of Occupancy or a final approval of a building permit, a field inspection requested by the owner must be conducted by the City to determine that materials have been installed in accordance with the approved Landscape Concept Plan.

F. Verification – Verification of compliance of the landscape installation with the approved plans shall be obtained through a *Certification of Completion* in conjunction with a Certificate of Occupancy or final permit approval process. The Landscape Architect shall submit, prior to issuance of a Certificate of Occupancy or final approval inspection, a sealed letter of concurrence certifying that the project has been implemented in accordance with the approved plans signed and sealed by the landscape architect.

Any as-built changes made during construction and approved by the landscape architect must be noted in digital and conventional drawings delivered to the Director with the written letter of certification. This certification does not make the landscape architect responsible for the success of the project, responsible for required maintenance, or responsible for the long-term survivability of the living materials used in the project.

11.60.090 Landscape Architect Required.

All landscape plans for landscaping projects subject to the provisions of this Chapter shall be prepared by a licensed landscape architect and bear the official seal and signature of the landscape architect responsible for their preparation.

11.60.100 Plan Readability and Enforceability.

The landscape plan is a legal document that is binding on the developer or owner, successors, and assigns. The landscape plan is a commitment to quality and is a long-term maintenance agreement. Therefore, the plans must be complete and legible and will not be accepted if information is illegible or missing.

11.60.110 Landscape Documentation Package.

Projects subject to the provisions of this Chapter shall be required to provide a complete Landscape Documentation Package meeting the intent and design criteria of this Chapter. The Landscape Documentation Package shall include the following items:

- A. Development Review Application accompanied by the associated fee.
- B. Landscape Concept Plan.
- C. Water Budget.
- D. Landscape Construction Drawings (including a grading plan, irrigation plan, plant plan).
- E. Soils Test presenting laboratory analysis of soil samples and recommendations; and
- F. Approved Water Quality Management Plan (WQMP).

11.60.120 Landscape Concept Plan Requirements.

The Landscape Concept Plan shall be prepared by a licensed landscape architect. Any documentation packages submitted without the signature of a

licensed landscape architect shall not be accepted for review. The Landscape Concept Plan shall include the following elements:

A. Design Statement and Concept. The design statement and concept plan shall demonstrate awareness of the water conservation goals and design standards and specifications contained in this Chapter.

B. Landscape Site Plan. The landscape site plan shall be drawn to scale, fully dimensioned and detailed, and shall include the following information:

1. A north arrow, scale, site boundaries, calculation of the total landscape area, identification of topographic features on and adjacent to the site, approximate slope percentages, and solar exposure.

2. Location of all buildings, parking areas, and any other physical structures/improvements on the project site including fences and walls, light fixtures, meters and utility boxes, transformers, fire equipment, other ground mounted equipment, etc.

3. Proposed hydrozones, plant palette (with botanic and common names), and planting notes (*i.e.*, number and size of plants, planting distances, etc.).

4. Location of existing plant materials to be preserved (including street trees) on the site.

5. Tree staking, plant installation, soil preparation details, and other applicable planting and installation details.

6. Any Water Quality Management Plan requirement as it relates to landscape design.

7. Any other such information that may be required by the Community Development Director that is reasonable and necessary to determine that the landscape design plan meets the requirements of this Chapter.

C. Plant Selection and Grouping Criteria. The following criteria shall be considered in selecting plants and for plan preparation:

1. Unless otherwise prohibited by this Chapter or the Montclair Municipal Code, any plant may be used in the landscape plan if the EAWU (Estimated Annual Applied Water Use) does not exceed the MAWA (Maximum Annual Water Allowance).

2. Select plants based upon their adaptability to the climate, geologic, and topographical conditions of the site. The use of long-lived drought tolerant or native and/or regionally grown plant species are recommended to meet MAWA limits. A water-efficient landscape material list meeting these criteria is on file with the Community Development Department.

3. Short-lived annual or exotic plant species may be utilized in moderation as a supplement to the long-lived materials.

4. Group plants having similar water needs together in distinct hydro-zones.

5. Protect and preserve existing native species, particularly healthy trees and natural areas whenever feasible.

D. Minimum Plant Quantities and Sizes:

1. Street Trees: All Street Tree selections shall be consistent with the Approved Street Tree Plan. Ultimate placement and spacing will depend on tree species, parkway width, existing in-ground or overhead utility poles and wires, and/or any other extraordinary field condition as determined by the Community Development Director.

a. For residential properties: a minimum of 1 (one) street tree per street frontage and/or 2 street trees for every corner lot. Minimum tree size shall be 24-inch box size.

b. For nonresidential properties: A minimum of one 24-inch box size street tree shall be planted per property street frontage, spaced at 35 feet on center, or as otherwise specified by the Community Development Director.

2. Trees: A minimum of one 15-gallon-sized tree shall be planted for every 300 square feet of landscaped area on the property.

a. One tree or 20 percent of the required number of trees (whichever is greatest) shall be in a minimum box size of 24 inches.

b. Required trees may be located anywhere within the street yard planting area at least 5 feet away from adjacent public sidewalks.

3. Shrubs: A minimum of one shrub shall be planted for each 25 square feet of front and street corner side yard areas. Minimum shrub size at installation shall be 5-gallon size or 1-gallon size for California Native shrubs.

4. Groundcovers: Ground covers shall be installed in all landscaped areas at a quantity and spacing distance that will achieve at least 80 percent coverage within one (1) year from the date of planting.

5. Turf: Minimize the use of turf. Where turf is installed, the following standards shall be considered:

a. Turf areas shall be used wisely in response to functional needs and shall not exceed the MAWA.

b. Use of warm-season turf is strongly encouraged.

c. Limit the use of turf to high use areas or for specific recreational uses.

d. Turf shall not be permitted on slopes greater than 4:1.

e. All turf areas shall be separated from other landscaped areas by concrete curbing, redwood header board, or other acceptable and durable material.

f. Use of turf within parking area landscape islands is strongly discouraged. In no case shall turf be allowed in any landscaping islands or planters with less than an 8-foot dimension in any direction

6. Avoid use of invasive species of plants especially near parks, buffers, greenbelts, water bodies, and open spaces because of their potential to cause harm in sensitive areas.

7. Use organic mulch within developed landscapes to retain moisture. At least two inches of mulch shall be used in all nonturf planting areas and slopes of 4:1 or greater. For slopes of 4:1 or greater, jute netting or other slope stabilization measures shall be required.

E. Water Features:

1. Recirculating water systems shall be used for decorative water features.

2. Where available, recycled water shall be used as the source for water features (excluding swimming pools and spas).

3. The surface area of a water feature shall be included in the MAWA calculation with the evaporation rate being equivalent to that of a high-water-use plant.

11.60.130 Synthetic Turf.

Synthetic turf may be incorporated as an element of a landscaping plan as a substitute for natural turf and for the purposes of water conservation. The

Community Development Director shall review and approve all requests to install synthetic turf subject to the following criteria:

A. Synthetic turf shall consist of lifelike individual blades of grass that emulate real grass in look and color and have a minimum pile height of 1 1/2 inches. The use of indoor or outdoor plastic or nylon carpeting as a substitute for artificial turf or natural turf is prohibited.

B. Synthetic turf shall be limited to a maximum of 50 percent of the of the landscape area visible to a public street, and shall be permitted only in combination with other live plant materials (*i.e.*, trees, shrubs, and groundcover) that are designed to achieve an overall natural landscaped appearance for the property.

C. In no case shall synthetic turf be used in combination with natural turf in the same landscape area, or in a landscaping scheme where both elements can be viewed together.

D. Proper drainage shall be provided for all synthetic turf installations to prevent excess runoff or pooling of water. In some cases, a drainage plan prepared by a Registered Civil Engineer may be required.

E. Synthetic turf shall be professionally installed and routinely maintained to effectively simulate the appearance of a well-maintained live lawn. The turf shall be maintained in a green fadeless condition and shall be maintained free of weeds, debris, tears, holes, and impressions.

F. Synthetic turf shall not be included as part of the landscape area when calculating the MAWA.

11.60.140 Development of a Water Budget.

To promote water conservation, projects subject to this ordinance shall develop a water budget. The water budget is based on the Maximum Applied Water Allowance (MAWA), which is a calculation of the maximum amount of water allowed to be used within the landscape area, and the Estimated Applied Water Use (EAWU), which is the actual amount of water to be used within the landscape area. The EAWU cannot exceed the MAWA.

A. Maximum Applied Water Allowance (MAWA). A landscape's maximum applied water allowance shall be calculated using the following formula:

$$\text{MAWA} = (\text{ETo}) (0.7) (\text{LA}) (0.62)$$

Where:

ETo = Evapotranspiration Rate

0.7 = Evapotranspiration (ET) Adjustment Factor

LA = Landscape Area

0.62 = Conversion factor (to gallons)

For special landscape areas, the ET adjustment factor is 1.0. When the project area consists of both standard and special landscape areas, calculate each area separately and combine to receive a final MAWA.

B. Estimated Applied Water Use (EAWU): A landscape's Estimated Applied Water Use shall be calculated using the following formula:

Where:

- ETo = Evapotranspiration Rate
- 0.62 = Conversion factor (to gallons)
- PF = Plant Factor
- HA = Hydrozone area (square feet)
- 0.71 = Irrigation efficiency
- SLA = Special Landscape Area (square feet)

C. Water Budget Calculations. All water budget calculations shall adhere to the following requirements:

1. The plant factor used shall be from "Water Use Classification of Landscape Species" (WUCOLS). Plant factor ranges from 0.0 to 0.3 for low-water-use plants, from 0.4 to 0.6 for moderate-water-use plants and from 0.7 to 1.0 for high-water-use plants.

2. All water features shall be included in the high-water-use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.

11.60.150 Landscape Construction Plans.

A. Grading Plan - Grading onsite shall be designed to minimize unnecessary soil compaction, erosion, and water waste. Grading plans must satisfy City grading ordinances and be submitted as part of the Landscape Documentation Package. The grading plan shall include the following information:

1. Locations of all physical improvements on the site, including buildings/structures, paving, curbing, walls/fences, etc., with grade elevations noted.

2. All cut-and-fill slopes indicated with appropriate symbols and noting slope ratios.

3. Sufficient information about the grades of adjacent properties and streets so as to make clear the relationship of the subject property to the adjacent properties.

4. Drainage patterns and improvements.

5. Erosion and sediment control measures for all phases of the construction project.

B. Soil Testing - Soil testing shall be performed after mass grading, but prior to landscape installation, to ensure the selection of appropriate plant material that is suitable for the site and reported in a Soil Management Plan. The Soil Management Plan shall include:

1. Determination of soil texture indicating the available water holding capacity.

2. An approximate soil infiltration rate as measured or derived from a soil texture/infiltration rate table. A range of infiltration rates shall be noted where appropriate.

3. Measure of pH and total soluble salts.

4. Recommended soil amendments.

C. Water Management Plan - A Water Management Plan shall be prepared and submitted as part of the Landscape Documentation Package in accordance with the requirements of this Chapter. The Plan shall include the following information:

1. A description of the site conditions and the anticipated water requirements in inches per year, and water budget for the various hydrozones

identified in the Landscape Concept Plan. The Water Management Plan shall include calculations demonstrating an overall water budget that requires no more irrigation than the 0.7 of the ET adjustment factor. This includes full calculations for both the MAWA and EAWU.

2. Identify the party(ies) responsible for implementation of the Water Management Plan.

3. Describe water delivery systems, including the type of irrigation system to be used, and water conservation methods to be applied.

4. Specify seasonal irrigation water schedules or procedures for programming proposed SMART controllers.

5. Provide a maintenance schedule for the ongoing operation and maintenance of the irrigation system.

11.60.160 Irrigation Requirements.

A. Irrigation Plan. The irrigation plan shall be prepared and submitted as part of the Landscape Documentation Package for review and approval. The plan shall use the same format and scale as the Landscape Concept Plan and shall include the following information:

1. The location and size of water meter(s) used for landscape irrigation purposes.

2. The location, type, and size of all components of the irrigation system including automatic controllers, main and lateral lines, valves, sprinkler heads, recycled water systems, moisture sensing devices, rain cutoff switches, quick couplers, and backflow prevention devices.

3. The static water pressure at the point of connection to the public water supply.

4. The flow rate (GPM), application rate/inches per hour (IPH), and design operating pressure (PSI) for each station.

5. An irrigation schedule that identifies the runtime (in minutes per cycle), number of cycles per day, and number of days per week.

6. The amount of applied water (in 100 cubic feet) recommended on a monthly and annual basis.

7. A regular maintenance schedule for checking, adjusting, and repairing irrigation equipment and resetting automatic controllers.

B. Irrigation System Design Criteria

1. Dedicated (*i.e.*, separate) landscape water meters shall be installed for all projects with landscape areas greater than 5,000 square feet, except for single-family residences. Dedicated landscape water meters are also highly recommended on landscape areas less than 5,000 square feet to facilitate water management.

2. Provide separate valves for each plant hydrozone. The planting areas shall be grouped and irrigated in relation to hydrozones based on similarity of water requirements (*i.e.*, turf separate from shrubs and groundcover, full sun exposure areas separate from shade areas, top of slope separate from toe of slope).

3. All irrigation systems shall be designed to prevent runoff, overspray, low-head drainage, and other similar conditions to the greatest extent practical. This can be accomplished through the use of low-trajectory spray nozzles to reduce the effect of wind velocity on the spray system and by placing sprinkler heads to reduce or eliminate direct overspray onto impervious areas.

4. Soil types and infiltration rates shall be considered when designing irrigation systems.

5. Irrigation systems shall be designed, constructed, managed, and maintained to achieve as high an overall efficiency as possible. For the purpose of determining the MAWA, irrigation efficiency is assumed to be 0.71. Irrigation systems shall be designed, maintained, and managed to meet or exceed 0.71 efficiency.

6. All irrigation systems shall include a SMART irrigation controller, or other equivalent technology which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions.

7. A rain sensor with an automatic rain shutoff feature shall be required as part of any irrigation system.

8. Sprinkler heads and emitters shall have consistent application rates within each control valve circuit. Sprinkler heads shall be selected for proper area coverage, application rate, operating pressure, adjustment capability, and ease of maintenance.

9. Soil moisture-sensing devices are recommended where appropriate.

10. Narrow or irregularly shaped areas, including turf, with a dimension of less than eight (8) feet in any direction, shall be irrigated with subsurface irrigation or other low volume irrigation technology.

11. Overhead irrigation shall not be permitted within 24 inches of any impervious surfaces. Allowable irrigation within the setback from impervious surfaces may include drip, drip line, or other low flow nonspray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

a. The landscape area is adjacent to pervious surfacing and no overspray and runoff occurs.

b. The adjacent impervious surfaces are designed and constructed to drain entirely to landscape areas.

c. The irrigation designer specifies an alternative design or technology that will prevent overspray and runoff.

12. Nonturf areas on slopes greater than 25 percent shall be irrigated with drip irrigation or other low-volume irrigation technology.

13. An antidrain check valve(s) shall be installed to prevent low-head drainage in sprinkler heads.

14. A pressure regulator shall be installed when the static water pressure exceeds the maximum recommended operating pressure of the irrigation system.

C. Irrigation Maintenance

1. Landscape irrigation shall be maintained to ensure water efficiency. A regular maintenance schedule shall include, but not be limited to, checking, adjusting, and repairing irrigation equipment; resetting automatic controllers; aerating and dethatching turf areas; replenishing mulch; fertilizing; and pruning and weeding.

2. Repair of irrigation equipment shall be done with the originally specified materials or their equivalents.

11.60.170 Recycled Water.

A. The installation of recycled water irrigation systems (*i.e.*, dual distribution systems) shall be required to allow for the current and future use of

recycled water, unless a written exemption by the Monte Vista Water District has been granted stating that recycled water will not be available in the foreseeable future.

B. The recycled water irrigation systems shall be designed and operated in accordance with all local agency, Monte Vista Water District, and State codes and regulations.

11.60.180 Water Quality Management Plan.

A Water Quality Management Plan (WQMP) combines practices into the landscape, irrigation, and grading design plans to minimize runoff and increase retention and infiltration, and is highly recommended onsite. Each project shall incorporate stormwater management practices into the project design that minimize runoff, increase onsite infiltration, and improve water quality as necessary to comply with applicable stormwater regulations.

A. Implementing stormwater Best Management Practices (BMPs) into the landscape, irrigation, and grading design plans to minimize runoff, and increase retention and infiltration are highly recommended onsite.

B. Prior to submitting an application for plans examination, grading permit or building permit, all qualifying land development/redevelopment projects shall submit and receive approval from the City for a WQMP. The WQMP shall identify all BMPs that will be incorporated into the project to control stormwater and nonstormwater pollutants during and after construction and shall be revised as necessary during the life of the project. The WQMP submittal applies to construction projects covered by the NPDES Permit and General Construction Permit as well as construction projects less than five (5) acres.

C. No Certificate of Occupancy shall be issued for a development/redevelopment project without ensuring that all treatment control BMPs as specified in the approved WQMP will be maintained in compliance with the requirements of the municipal permit. To ensure maintenance of BMPs, the owner of the development site shall enter into a permanent storm water quality BMP maintenance agreement with the City and have the maintenance agreement recorded at the County of San Bernardino.

D. Project applicants shall refer to the local agency or Regional Water Quality Control Board for information on any stormwater ordinances and WQMPs.

11.60.190 Modification or Waiver from Specific Requirements.

The Community Development Director may administratively modify or waive one or more such requirements of this Chapter when practical difficulties make their strict application infeasible. The Community Development Director shall review the plans and a written detailed explanation of the reason(s) for the waiver request, and make a determination on the request based on both of the following findings:

A. Practical difficulties make the strict application of portions of the ordinance infeasible.

B. The waiver is consistent with the purpose and intent of the Ordinance in that the project substantially achieves the overall objective of water conservation.

11.60.200 Coordination with Local Water Agency.

The City shall coordinate with the Monte Vista Water District in the review of Landscape Documentation Package, including assistance in the review of proposed water budgets for projects. Whenever feasible, the City shall seek District assistance in requiring dedicated irrigation meters for all new metered connections, in providing irrigation surveys and/or water use analyses to existing and new landscapes, in developing and distributing public information materials on water conservation, and in reviewing project applications for future recycled water usage potential and recycled water system design specifications. Whenever feasible, the City shall assist the District in enforcing applicable water waste prevention measures as established by District ordinances and/or resolutions.

11.60.210 Minor Revisions to Approved Landscape Plans.

Minor changes to approved landscape plans subject to this Ordinance may be approved by the Community Development Director, or designee, when there is:

- A. No significant reduction in the quantity of plant materials.
- B. No significant change in size or location of plant materials.
- C. A lack of availability for specified plant materials and the new plants are of the same general category (*e.g.*, evergreen tree or shrub) and have the same general design characteristics as the materials being replaced.
- D. No significant change in the approved irrigation plan or MAWA calculations.

11.60.220 Certificate of Completion.

A. Upon completion of the installation of landscaping and irrigation systems, a certified landscape irrigation auditor shall conduct an irrigation audit.

B. A licensed landscape architect or contractor, or other licensed or certified professional in a related field, shall conduct a final field inspection and shall prepare a Certificate of Completion, which shall be filed with the Community Development Director. The Certificate of Completion shall specifically indicate that plants were installed as specified by the landscape design plan, that the irrigation system was installed as specified by the irrigation design plan, and that an irrigation audit has been performed.

- C. The Certificate of Completion shall include the following:
- 1. Date
 - 2. Project name
 - 3. Project applicant name, telephone, and mailing address
 - 4. Project address and location
 - 5. Property owner name, telephone, and mailing address
 - 6. Certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package
 - 7. Landscape and irrigation maintenance schedule
 - 8. Irrigation Audit Report
 - 9. Soil analysis report and documentation verifying implementation of soil report recommendations

11.60.230 Inspection and Enforcement.

Upon notice to the property owner, the Community Development Director, or his/her designee, shall have the right to enter the project site to conduct inspections for the purpose of enforcing this Ordinance before, during, and immediately after installation of the landscaping.

A. Any landscaping that is installed, constructed, altered, enlarged, converted, moved, or maintained contrary to the provisions of this Chapter, or failure to comply with any of the conditions of a permit or variance granted under this Chapter is declared to be unlawful. The City Attorney may initiate an action or proceeding to enforce the provisions of this Chapter, as appropriate.

B. A copy of the approved Landscape Documentation Package shall be submitted to the Monte Vista Water District. If the property is found to be in excess of its established MAWA, the property shall be subject to a landscape water audit conducted by the District or its designee and shall implement remedies recommended by the audit.

C. Landscaping found to be improperly installed or not according to approved plans is subject to correction. Installations deemed to be significantly different than approved may be required to resubmit plans for City review and approval including the payment of additional fees.

11.60.240 Maintenance of Approved Landscapes.

All landscaping and irrigation systems shall be maintained in accordance with the approved site and/or landscape plan to ensure water use efficiency. A regular maintenance schedule shall be submitted to the City with the Certificate of Completion and a copy shall be kept by the property owner for reference.

A. Any plant material that does not survive or which was removed or destroyed, shall be replaced upon its demise or removal, with plant material of like type and size as that which was originally approved and installed.

B. Plant material shall not be severely pruned such that the natural growth pattern or characteristic forms are significantly altered. Trees shall only be pruned as necessary to promote healthy growth and for aesthetic purposes (*i.e.*, to enhance the natural form of the tree) according to established horticultural standards. Improperly or severely pruned trees, including topping as defined by this Ordinance, which results in the removal of the normal canopy and/or disfigurement of the tree shall be replaced with trees of similar size and maturity as that which was removed or, as required by the Community Development Director.

C. All landscape areas and material shall be maintained in a healthy, neat, clean, and weed-free condition.

D. Modifications to and/or removal of existing landscaping shall require prior approval by the Planning Division.

SECTION VI. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more

sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION VII. Effective Date.

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

SECTION VIII. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 10-913 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2010, and finally passed not less than five (5) days thereafter on the XX day of XX, 2010, by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

AGENDA REPORT

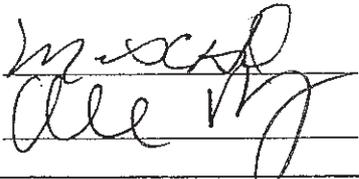
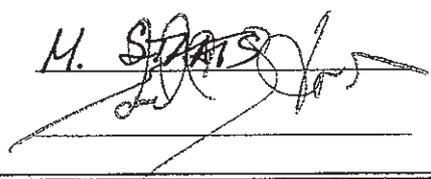
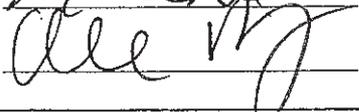
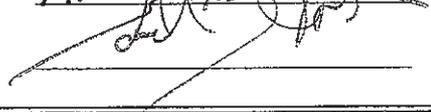
SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 10-915 AMENDING SECTION 9.24 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO THE CITY STORM DRAIN SYSTEM	DATE: July 6, 2010 SECTION: ADMIN. REPORTS ITEM NO.: 1 FILE I.D.: STD200 DEPT.: PUBLIC WORKS
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of certain revisions to the Municipal Code as they relate to City Storm Drain System regulations pursuant to new requirements adopted by the Santa Ana Regional Water Quality Control Board and to reconcile discrepancies with Section 1.04 of the Municipal Code related to Administrative Citations. Proposed Ordinance No. 10-915 addresses these revisions.

BACKGROUND: On January 29, 2010, the Santa Ana Regional Water Quality Control Board adopted Order No. R8-2010-0036 [National Pollutant Discharge Elimination System (NPDES) No. CAS618036] Waste Discharge Requirements for the San Bernardino County Flood Control District, the County of San Bernardino, and the unincorporated cities of San Bernardino County within the Santa Ana Region. NPDES No. CAS618036 establishes requirements for each affected agency to update and revise their municipal ordinance to comply with NPDES No. CAS618036. The proposed Ordinance contains exceptions to prohibited discharges, revised spill-containment systems, and compliance with best management practices. Changes are, therefore, required to Section 9.24 of the Montclair Municipal Code.

The City's existing Storm Drain System Ordinance as set forth in Section 9.24 of the Montclair Municipal Code contains enforcement mechanisms and sanctions for violations. On June 15, 2009, the City Council adopted Resolution No. 09-2799 revising the schedule of fines for administrative citations including those in Section 9.24. Staff has determined the schedule of fines specified in the Resolution for violations of Section 9.24 is too severe for the City's residents, businesses, and the public. Staff has also found inconsistencies between Section 9.24 and recent changes made to Section 1.04-Administrative Citations. Therefore, revisions are also proposed to reconcile these differences and address the fines.

In conjunction with the second reading and proposed adoption of Ordinance No. 10-915, staff will also recommend adoption of Resolution No. 10-2853 repealing Resolution No. 09-2799 and establishing new fines related to violations of Section 9.24 of the Municipal Code. Unless otherwise specified in Exhibit A to Resolution No. 10-2853, the

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

administrative fine for violations of the Montclair Municipal Code enforced pursuant to the provisions of Chapter 1.04 of Title 1 of the Montclair Municipal Code shall be as follows:

- \$100 for the first offense
- \$200 for the second offense of the same provision within a 36-month period of time
- \$500 for the third or greater offense of the same provision within a 36-month period of time

FISCAL IMPACT: The cost to publish a Notice of Public Hearing related to Ordinance No. 10-915 should not exceed \$400. Potential revenues from the implementation of proposed Resolution No. 10-2853 are unknown.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, July 19, 2010, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 10-915 revising Section 9.24 to Title 9 of the Montclair Municipal Code related to the City Storm Drain System.

ORDINANCE NO. 10-915

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR AMENDING CHAPTER 9.24
OF THE MONTCLAIR MUNICIPAL CODE RELATED
TO THE CITY STORM DRAIN SYSTEM

THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES ORDAIN AS
FOLLOWS:

SECTION I. Amendment to Code. Chapter 9.24 of Title 9 of the
Montclair Municipal Code is hereby amended as follows:

9.24.020 Scope.

A. Authority. This Chapter is enacted pursuant to authority conferred by law, including, but not limited to, the Federal Clean Water Act (33 U.S.C. 1251, *et seq.*), the Code of Federal Regulations (CFR) Part 122, Porter Cologne Act, and National Pollutant Discharge Elimination System Permit issued by the Regional Water Quality Control Board, Santa Ana Region.

B. Purpose. The purpose of this chapter is to ensure the future health, safety, and general welfare by controlling and/or eliminating nonstormwater discharges into the City Storm Drain System. This will be accomplished by eliminating all nonpermitted discharges to the City Storm Drain System, controlling the discharge from spills, dumping, or disposal of materials other than storm water, and reducing pollutants in storm water discharges to the maximum extent practicable.

The intent of this chapter is to protect and enhance the water quality of our watercourses, water bodies, groundwater, and wetlands in a manner pursuant to and consistent with the regulations listed in this chapter.

9.24.060 Spill-containment systems.

A. Persons storing chemicals or chemical waste outdoors shall be required to install spill containment subject to requirements established by the City Engineer and in accordance with applicable federal, state, regional board, and San Bernardino County standards. Persons storing any other materials or equipment that are potential sources of storm water pollution are also required to install spill containment.

B. No person shall operate a spill-containment system that could allow incompatible materials and/or wastes to mix, thereby creating hazardous or toxic substances in the event of failure of one or more containers.

C. Spill-containment systems shall consist of a system of dikes, walls, barriers, berms, and/or other devices. Structural BMPs shall be designed to contain spillage from containers and to minimize the buildup of storm water from precipitation and runoff from roofs and outside areas. Spill-containment systems shall also be constructed of impermeable and nonreactive materials to the materials and/or wastes being contained.

D. Any spill-containment system shall have the entire contained area covered with an approved solid roof structure to prevent rain water from entering the containment area.

E. Spilled and/or leaked materials and/or wastes and any accumulated precipitation shall be removed from the spill containment system in as timely a manner as is necessary to prevent the overflow of the spill containment system.

F. Unless otherwise approved by the City Engineer, all chemicals or wastes discharged within the spill containment system shall be disposed of in accordance with all applicable federal, state, and local rules, regulations, and laws, and shall not be discharged into the City's sanitary sewer system, the City Storm Drain System, or onto the ground.

9.24.070 Compliance with best management practices (BMPs).

Any person undertaking any activity or operation in the City that could potentially cause or contribute to storm water pollution or a discharge to storm water to the City Storm Drain System shall implement best management practices (BMPs) as listed in the current California Storm Water Quality Association Handbooks to reduce pollutants in stormwater runoff and reduce nonstorm-water discharges to the City Storm Drain System to the maximum extent practicable or to the extent required by law.

9.24.110 Notice of intent and compliance with general permits.

A. Each industrial discharger, discharger associated with construction activity, or other discharger described in any NPDES permit including, but not limited to, the general construction permit and the general industrial permit shall submit to the Santa Ana Regional Water Quality Control Board a Notice of Intent or other required document and submit a copy to the City. Discharger shall comply with all activities required by the applicable NPDES Permit.

B. Each discharger identified in an individual NPDES permit, discharge order, or waste discharge requirements related to stormwater discharges shall comply with and undertake all activities required by such permit, order, or requirements.

9.24.230 Prohibited discharges.

The following activities are prohibited:

A. Discharging of nonstormwater runoff directly or indirectly to the City Storm Drain System or any street or lined or unlined drainage ditch, which leads to the public storm drain system unless such discharge is allowed under Section 9.24.240 of this Chapter or is permitted by an NPDES permit. If such discharge is permitted by Section 9.24.240 of this Chapter or an NPDES permit but causes the City to violate any portion of its NPDES permit for stormwater discharges, such discharge is also prohibited.

B. Throwing, depositing, placing, leaving, maintaining, or keeping or permitting to be thrown, deposited, placed, left, maintained or kept any refuse, rubbish, garbage, or other discarded or abandoned objects, articles, or accumulations in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit, or other drainage structure, business place, or upon any public or private lot of land in the City so that the same might be or become a pollutant.

C. Throwing or depositing litter in any fountain, pond, lake, stream, or any other body of water in a park or elsewhere within the City.

9.24.240 Exceptions to prohibited discharges.

The following discharges are exempt from the prohibited discharges listed in Section 9.24.230 of this Chapter:

A. Discharges for which an approval has been issued by the Regional Board Office or State Board including discharges authorized under NPDES permits issued by the State or Regional Boards.

B. Discharges from potable waterline flushing and other potable water sources.

C. Discharges from firefighting and fire hydrant testing and flushing.

D. Discharges from landscape irrigation, lawn watering, and other irrigation activities.

E. Diverted stream flows.

F. Rising groundwaters and natural springs.

G. Uncontaminated groundwater infiltration (as defined in 40 CFR Part 35.2005(20)).

H. Passive foundation drains.

I. Air conditioning condensate.

J. Water from crawlspace pumps.

K. Passive footing drains.

L. Noncommercial vehicle washing, *e.g.*, residential car washing (excluding engine degreasing) and car washing for fundraisers by nonprofit organizations.

M. Flows from riparian habitats and wetlands.

N. Dechlorinated swimming pool discharges (cleaning wastewater and filter backwash shall not be discharged into the Storm Drain System or to the Waters of the U.S).

O. Emergency fire fighting flows (*i.e.*, flows necessary for the protection of life and property) do not require BMPs and need not be prohibited). Appropriate BMPs to reduce the discharge of pollutants consistent with the MEP standard must be implemented when they do not interfere with health and safety issues.

P. Waters not otherwise containing wastes as defined in California Water Code Section 13050(d).

Q. Other types of discharges identified and recommended by the permittee and approved by the Regional Board.

9.24.270 Notice of violation.

When the City Engineer or his or her authorized representative finds that any discharger has failed to comply with a Notice of Correction or has violated or continues to violate any prohibition, limitation, or requirement contained in this chapter, any NPDES storm water permit, or the Basin Plan, the City may serve upon such person a written Notice of Violation stating the nature of the violation and the penalties for noncompliance. At a minimum, the Notice of Violation shall require that the discharger submit to the City Engineer, within a time period specified in the notice, a plan indicating the cause of the violation and corrective actions, which will be taken to prevent recurrence. A discharger shall be guilty of a separate offense for every day during any portion of which any

violation of any provision of this chapter is committed, continued, or permitted by the discharger.

9.24.280 Administrative orders.

The City Engineer may require compliance with any prohibition, limitation, or requirement contained in this chapter, any NPDES storm water permit, or the Basin Plan by issuing an Administrative Order enforceable in a court of law or by directly seeking court action. Administrative orders may include Compliance Orders, Stop Work Orders, Cease and Desist Orders, Termination of Service Orders, and Immediate Termination of Service Orders.

A. Compliance Orders. The City Engineer or his or her designee may issue a Compliance Order to any discharger who fails to correct a violation of this chapter, any NPDES storm water permit, or the Basin Plan. The order shall be in writing, specify the violation(s), and require appropriate compliance measures within a specified time period. The Compliance Order may include the following terms and requirements:

1. Specific steps and time schedules for compliance as reasonably necessary to eliminate an existing prohibited discharge or illegal connection or to prevent the imminent threat of a prohibited discharge.

2. Specific requirements for containment, cleanup, removal, storage, installation of overhead covering, or proper disposal of any pollutant having the potential to contact storm water runoff.

3. Installation of storm water treatment devices, containment structures, wash racks, and addition and removal of storm water drains.

4. Any other terms or requirements reasonably calculated to prevent imminent threat of or continuing violations of this chapter, including, but not limited to, requirements for compliance with best management practices guidance documents promulgated by any federal, state, or regional agency.

The City Engineer or his or her designee may adopt a proposed compliance schedule submitted by the user or may adopt a revised compliance schedule if, in his or her judgment, the proposed compliance schedule would allow the user to cause harm to the receiving waters and/or the City Storm Drain System.

B. Stop Work Order. The City Engineer or Building Official may serve a written Stop Work Order on any person engaged in doing, or causing to be done, new construction, tenant improvements, alterations, or additions if:

1. No construction permit has been granted by the City.

2. Work has begun prior to the submittal of a written WQMP and subsequent approval by the City Engineer or his or her designee.

3. Violations of this article are found at the site of the new construction, tenant improvements, alterations, or additions.

Any person served a Stop Work Order shall stop such work forthwith until written authorization to continue is received from the City Engineer or Building Official. A Stop Work Order shall require the discharger to pay a One Thousand Dollar (\$1,000) penalty fee to the City for the issuance thereof.

C. Cease and Desist Order. When the City Engineer or his or her designee finds that any industrial and/or commercial discharger has violated or threatens to violate any prohibition, limitation, or requirement contained in this chapter, any NPDES storm water permit or the Basin Plan, or NPDES Storm Water Permit, the City may issue a Cease and Desist Order directing the discharger to:

1. Immediately discontinue any illicit connection or prohibited discharge to the City's storm water drainage system.

2. Immediately contain or divert any flow of water off the property, where the flow is occurring in violation of any provision of this chapter.

3. Immediately discontinue any other violation of this Chapter.

A Cease and Desist Order shall require the discharger to pay a One Thousand Dollar (\$1,000) penalty fee to the City for the issuance thereof.

D. Termination of Service. When the City Engineer finds any industrial and/or commercial discharger who has a direct connection into the City's storm water drainage system or has violated an Administrative Order the City Engineer may terminate storm drain service to the discharger. The discharger shall be liable for all costs for termination of storm drain service incurred by the City. This provision is in addition to any other statutes, rules, or regulations authorizing termination of service for delinquency payment or for any other reasons. Storm drain service shall be reinstated by the City Engineer after the discharger has complied with all the provisions of the Administrative Order. The discharger shall also be liable for all costs for reinstating storm drain service.

E. Immediate Termination of Service. The City Engineer may immediately suspend storm drain service and any nonstormwater discharge permit when such suspension is necessary, in the opinion of the City Engineer, to stop an actual or threatened discharge that presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment or which significantly or could significantly cause pollution to the receiving waters, ground, and/or storm drainage system of the City. Any industrial and/or commercial discharger notified that its storm drain service has been suspended shall immediately cease and eliminate the discharge into the City storm water drainage system.

In the event of failure to comply voluntarily with the Termination of Service Order, the City Engineer shall take appropriate steps including immediate severance of all applicable storm drain connections. All persons responsible for a discharge that may endanger the health or welfare of the community or the environment shall be liable for all costs incurred by the City in terminating storm drain service. Storm drain service shall be reinstated by the City Engineer after the actual or threatened discharge has been eliminated. A detailed written statement, submitted by the industrial and/or commercial discharger describing the cause of the harmful contribution and the measures to prevent any future occurrence, shall be submitted to the City Engineer within ten working days of the date of storm drain service termination.

9.24.490 Prohibited Discharges of Construction Sites

A. Any construction project that requires a Water Quality Management Plan shall be prohibited from allowing the following discharges into the storm drain system:

1. Discharges that could have an impact on human health or the environment; cause or threaten to cause pollution, contamination, or nuisance; discharges that exceed any applicable water quality standard contained in a Statewide Water Quality Control Plan or local Basin Plan; and discharges containing a hazardous substance equal to or in excess of a reportable quantity listed in Federal Regulations 40 CFR Parts 117 and 302.

2. Materials that can cause or contribute to pollution or a violation of any applicable water quality standards including, but are not limited to, sediments; solid or liquid chemicals spills; wastes from paints, stains, sealants, glues, limes, pesticides, or herbicides; wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, or lubricants; hydraulic, radiator, or battery fluids; fertilizers; vehicle/equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine/equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

B. Unless exempted or authorized by an NPDES permit, all nonstormwater discharges require prior approval by the local storm water agency or the SWRCB.

1. During construction, temporary storage of such materials, identified above, must occur in designated areas, physically separated from potential storm water runoff, with ultimate disposal in accordance with federal, state, regional, County, and City requirements.

2. Dewatering of contaminated ground water or discharging contaminated solids via surface erosion is prohibited.

SECTION II. Severability.

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

SECTION III. Effective Date.

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

SECTION IV. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 10-915 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2010, and finally passed not less than five (5) days thereafter on the XX day of XX, 2010, by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

RESOLUTION NO. 10-2853

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR REPEALING
RESOLUTION NO. 09-2799 AND REVISING
THE SCHEDULE OF FINES FOR ADMINIS-
TRATIVE CITATIONS**

WHEREAS, on August 3, 1998, the City Council of the City of Montclair adopted Ordinance No. 98-779 (enacted as Chapter 1.04 of the Montclair Municipal Code) that established a process for imposing administrative/civil fines for violations of the Montclair Municipal Code (and other technical codes adopted therein) by means of an administrative citation; and

WHEREAS, Montclair Municipal Code Section 1.04.030(A) provides that the amount of the administrative fine for violations of the Montclair Municipal Code shall be set forth in a schedule of fines established by resolution of the City Council; and

WHEREAS, Montclair Municipal Code Section 1.04.030(B) requires that the schedule of fines provides for increased fines for repeat violations of the same code provision within a 36-month period of time by the same responsible person; and

WHEREAS, Montclair Municipal Code Section 1.04.030(C) requires that the schedule of fines shall specify the amount of late payment charges that will be assessed and imposed as a result of a failure by a citee to tender the requisite administrative fine within 30 calendar days of the citation; and

WHEREAS, the City Council of the City of Montclair adopted Resolution No. 09-2799 setting fines for violations of the Municipal Code in order to protect the health, safety, and welfare of its residents, businesses, and general public; and

WHEREAS, the City Council of the City of Montclair now desires to modify the fees as set forth in Resolution No. 09-2799.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby find and determine as follows:

Section 1. The Schedule of Administrative Fines as set forth in Exhibit A is hereby adopted and shall be applied effective the xx day of xx, 2010.

Section 2. A late payment charge of 100 percent shall be assessed on any fine that is not fully paid to the City within 30 calendar days of its imposition/issuance when it is not contested in accordance with the provisions of Section 1.04.050 of Chapter 1.04 of Title 1 of the Montclair Municipal Code or if it is not fully paid to the City as specified in any decision of a hearing officer or a judicial officer to uphold or confirm the fine if contested in accordance with the provisions of Sections 1.04.050 and 1.04.130 of Chapter 1.04 of Title 1 of the Montclair Municipal Code.

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2853 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, 2010, and that it was adopted by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

EXHIBIT A

**SCHEDULE OF ADMINISTRATIVE FINES
FOR VIOLATIONS OF THE MONTCLAIR MUNICIPAL CODE
(AND OTHER CODES ADOPTED THEREIN)**

Unless otherwise specified in the following schedule, the administrative fine for violations of the Montclair Municipal Code (and other codes adopted therein) enforced pursuant to the provisions of Chapter 1.04 of Title 1 of the Montclair Municipal Code shall remain as follows:

- \$100 for the first offense
- \$200 for the second offense of the same provision within a 36-month period of time
- \$500 for the third or greater offense of the same provision within a 36-month period of time

<i>Code Section</i>	<i>Description of Violation</i>	<i>First Offense</i>	<i>Second Offense</i>	<i>Third Offense</i>
Title 4 (Business Taxes, Licenses, and Regulations)				
Chapter 4.04 (Business Licenses Generally)				
MMC §4.04.020	Business license and fee	\$250	\$500	\$1,000
Chapter 4.08 (Distribution of Advertising Matter)				
MMC §4.08.020	Permit required	\$250	\$500	\$1,000
MMC §4.08.040	Business license required	\$250	\$500	\$1,000
Chapter 4.12 (Alarm Systems)				
MMC §4.12.040	Permit required	\$250	\$500	\$1,000
MMC §4.12.080	Separate permit required	\$250	\$500	\$1,000
MMC §4.12.100	Alarm system regulations	\$250	\$500	\$1,000
Chapter 4.16 (Ambulances)				
MMC §4.16.010	Permit required	\$1,000	\$2,500	\$5,000
MMC §4.16.130	Ambulance safety and emergency equipment	\$1,000	\$2,500	\$5,000
MMC §4.16.140	Ambulance personnel	\$1,000	\$2,500	\$5,000
MMC §4.16.150	Ambulance rates	\$1,000	\$2,500	\$5,000

Chapter 4.20 (Bingo Games)				
All Violations	Requirements and standards for Bingo games	\$1,000	\$2,500	\$5,000
Chapter 4.24 (Card Rooms)				
MMC §4.24.010	Gaming club prohibited	\$1,000	\$2,500	\$5,000
Chapter 4.28 (Closing-Out Sales)				
MMC §4.28.020	Permit required	\$1,000	\$2,500	\$5,000
MMC §4.28.050	Conduct of sale	\$1,000	\$2,500	\$5,000
MMC §4.28.060	Removal of signs and cleaning of premises	\$1,000	\$2,500	\$5,000
Chapter 4.40 (Dances)				
MMC §4.40.010	License required	\$1,000	\$2,500	\$5,000
MMC §4.40.090	Hours of dancing	\$1,000	\$2,500	\$5,000
MMC §4.40.110	Intoxicating liquor	\$1,000	\$2,500	\$5,000
Chapter 4.44 (Fortune Telling)				
MMC §4.44.020	Fraudulent practice unlawful	\$1,000	\$2,500	\$5,000
MMC §4.44.030	License, permit, and fees required	\$1,000	\$2,500	\$5,000
Chapter 4.48 (Hypnotism)				
MMC §4.48.020	License, permit, and fees required	\$1,000	\$2,500	\$5,000
Chapter 4.52 (Live Entertainment)				
MMC §4.52.020	Live entertainment permit required	\$1,000	\$2,500	\$5,000
MMC §4.52.030	Hours of live entertainment	\$1,000	\$2,500	\$5,000
MMC §4.52.100	Business license required - Adult business performer	\$1,000	\$2,500	\$5,000
MMC §4.52.130	Display of license/ID card by adult performer	\$1,000	\$2,500	\$5,000
MMC §4.52.140	Register of adult performers required	\$1,000	\$2,500	\$5,000
Chapter 4.53 (Adult Businesses)				
MMC §4.53.030	Business license required - Adult business	\$1,000	\$2,500	\$5,000
MMC §4.53.060	Adult business operating standards	\$1,000	\$2,500	\$5,000

MMC §4.53.090	Employment of and/or service to minors at adult business	\$1,000	\$2,500	\$5,000
Chapter 4.56 (Massage Establishments and Technicians)				
MMC §4.56.010	Permit required - Massage establishment and/or services	\$1,000	\$2,500	\$5,000
MMC §4.56.050	Massage facility requirements	\$1,000	\$2,500	\$5,000
MMC §4.56.070	Display of permit/photograph of massage technicians	\$1,000	\$2,500	\$5,000
MMC §4.56.090	Employee permit required - Employer liability	\$1,000	\$2,500	\$5,000
MMC §4.56.110	Records of patrons and technicians - Massage establishment	\$1,000	\$2,500	\$5,000
Chapter 4.64 (Private Patrol Services)				
MMC §4.64.010	Business license required	\$1,000	\$2,500	\$5,000
MMC §4.64.020	Uniforms	\$1,000	\$2,500	\$5,000
Chapter 4.68 (Taxicabs)				
MMC §4.68.010	Business license required - Taxicab operator	\$250	\$500	\$1,000
Title 5 (Animals)				
MMC §5.08.050	Harboring or keeping vicious dog	\$1,000	\$2,500	\$5,000
Title 6 (Health & Safety)				
Chapter 6.14 (Fireworks)				
MMC §6.14.020	Prohibition of fireworks	\$1,000*	\$2,500*	\$5,000*

*In addition to the fine referenced in this schedule, a citee shall be assessed, and shall be liable and responsible for the payment of, the actual costs associated with the collection, transportation, and disposal of any seized fireworks in accordance with regulations duly adopted by the State Fire Marshal.

Chapter 6.28 (Environmental Health Code)				
All Violations	Uniform Environmental Health Code	\$1,000	\$2,500	\$5,000

Title 7 (Public Peace, Morals, and Welfare)				
Chapter 7.04 (Graffiti)				
MMC §7.04.060	Furnishing graffiti implements to minors	\$1,000	\$2,500	\$5,000
MMC §7.04.070	Sale of graffiti implements at swap meet/yard sale	\$250	\$500	\$1,000
MMC §7.04.080	Accessibility to graffiti implements	\$250	\$500	\$1,000
MMC §7.04.090	Maintenance of graffiti prohibited	\$250	\$500	\$1,000
Title 8 (Vehicles and Traffic)				
Chapter 8.16 (Designated Streets)				
MMC §8.16.020	Truck routes	Equal to penalty set forth in CVC §42030	Twice the penalty set forth in CVC §42030	Three times the penalty set forth in CVC §42030
Title 9 (Public Services and Public Places)				
Chapter 9.08 (Public Improvements)				
MMC §9.08.010	Public improvement permit required	\$1,000	\$2,500	\$5,000
Chapter 9.12 (Public Parks)				
MMC §9.12.040	Vandalism in parks	\$1,000	\$2,500	\$5,000
Chapter 9.20 (Sewer Systems)				
All Violations	Standards and requirements for construction, use, and maintenance of sewer systems	\$1,000	\$2,500	\$5,000
Chapter 9.24 (Storm Drain System)				
MMC §9.24.490	Prohibited Discharges of Construction Sites	\$1,000	\$2,500	\$5,000
Title 10 (Buildings & Construction)				
Chapter 10.04 (Uniform Codes for the Abatement of Dangerous Buildings)				
All Violations	Dangerous buildings	\$500	\$2,500	\$5,000
Chapter 10.08 (Building Code)				
All Violations	Minimum building standards	\$500	\$2,500	\$5,000

Chapter 10.20 (Electrical Code)				
All Violations	Minimum electrical standards	\$500	\$2,500	\$5,000
Chapter 10.28 (Fire Code)				
All Violations	Fire and hazardous material protections	\$500	\$2,500	\$5,000
Chapter 10.32 (Housing Code)				
All Violations	Substandard buildings	\$250	\$500	\$1,000
Chapter 10.40 (Plumbing Code)				
All Violations	Substandard buildings	\$500	\$2,500	\$5,000
Chapter 10.46 (Abandoned and Vacant Property Registration and Maintenance)				
All Violations	Registration and maintenance requirements for distressed, abandoned, and vacant properties	\$1,000	\$2,500	\$5,000
Chapter 10.48 (Swimming Pools)				
All Violations	Minimum swimming pool standards	\$500	\$2,500	\$5,000
Chapter 10.52 (Temporary Structures)				
All Violations	Minimum standards for temporary structures	\$500	\$2,500	\$5,000
Title 11 (Zoning and Development)				
Chapter 11.18 (R-1 - Single-Family Residential)				
Montclair Municipal Code §11.18.020	Prohibited uses	\$250	\$500	\$1,000
Chapter 11.20 (R-2 - Two-Family Residential)				
Montclair Municipal Code §11.20.020	Uses permitted	\$250	\$500	\$1,000
Chapter 11.22 (R-3 - Residential Medium-High Density)				
Montclair Municipal Code §11.22.020	Uses permitted	\$250	\$500	\$1,000
Montclair Municipal Code §11.22.030	Conditional uses permitted	\$250	\$500	\$1,000

Montclair Municipal Code §11.22.040	Prohibited uses	\$250	\$500	\$1,000
Chapter 11.24 (AP - Administrative Professional)				
All Violations	Use and development standards for AP zone	\$250	\$500	\$1,000
Chapter 11.26 (C-2 - Restricted Commercial)				
All Violations	Use and development standards for C-2 zone	\$250	\$500	\$1,000
Chapter 11.28 (C-3 - General Commercial)				
All Violations	Use and development standards for C-3 zone	\$250	\$500	\$1,000
Chapter 11.30 (MIP - Manufacturing Industrial Park)				
All Violations	Use and development standards for MIP zone	\$250	\$500	\$1,000
Chapter 11.32 (M-1 - Limited Manufacturing)				
All Violations	Use and development standards for M-1 zone	\$250	\$500	\$1,000
Chapter 11.34 (M-2 - General Manufacturing)				
All Violations	Use and development standards for M-2 zone	\$250	\$500	\$1,000
Chapter 11.36 (SL - Small-Lot, Detached-Housing Overlay)				
All Violations	Use and development standards for SL zone	\$250	\$500	\$1,000
Chapter 11.40 (Adult-Oriented Business)				
All Violations	Zoning criteria for adult-oriented businesses	\$1,000	\$2,500	\$5,000
Chapter 11.42 (Alcoholic Beverages - Regulations of Sale)				
All Violations	Zoning criteria for on-sale and off-sale liquor establishments	\$1,000	\$2,500	\$5,000
Chapter 11.44 (Amusement Game Arcades)				
All Violations	Zoning criteria for amusement game arcades	\$1,000	\$2,500	\$5,000
Chapter 11.48 (Children's Day-Care Facilities)				
All Violations	Zoning criteria for children's day-care facilities	\$1,000	\$2,500	\$5,000
Chapter 11.50 (Drive-In Businesses)				
All Violations	Zoning criteria for drive-in businesses	\$1,000	\$2,500	\$5,000

Chapter 11.52 (Foster Homes)				
All Violations	Zoning criteria for foster homes	\$1,000	\$2,500	\$5,000
Chapter 11.54 (Hazardous Waste Facilities)				
All Violations	Zoning criteria for hazardous waste facilities	\$1,000	\$2,500	\$5,000
Chapter 11.68 (Seasonal and Promotional Outdoor Sales)				
All Violations	Zoning criteria for seasonal and promotional outdoor sales	\$250	\$500	\$1,000
Chapter 11.70 (Service Stations)				
All Violations	Zoning criteria for service stations	\$1,000	\$2,500	\$5,000
Chapter 11.72 (Signs)				
All Violations	Zoning criteria for signs	\$250	\$500	\$1,000
Chapter 11.80 (Precise Plan of Design)				
MMC §11.80.010	Precise plan of design required	\$500	\$1,000	\$2,500
MMC §11.80.090	Violation of precise plan of design	\$500	\$1,000	\$2,500
California Civil Code				
CCC §2929.3	Maintenance of vacant residential property	\$1,000	\$1,000	\$1,000

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION FOR CONSTRUCTION OF THE BLEACHER STORAGE AND REROOFING OF VARIOUS CITY FACILITIES PROJECT; REDUCTION OF FAITHFUL PERFORMANCE BOND TO 10 PERCENT; AND RETENTION OF PAYMENT BOND FOR SIX MONTHS	DATE: July 6, 2010 SECTION: ADMIN. REPORTS ITEM NO.: 2 FILE I.D.: HSV151 DEPT.: PUBLIC WORKS
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CONSIDER RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION

BUSINESS

PLAN: STRATEGIC PRIORITY NOS. 4 AND 5

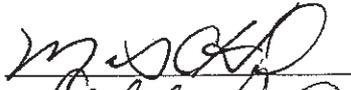
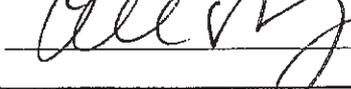
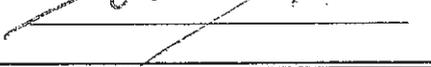
REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. Notices of Completion require City Council approval.

Construction of this project would satisfy a portion of Strategic Priority Nos. 4 and 5, as contained in Montclair's "Business Plan."

BACKGROUND: On April 6, 2009, the City Council authorized staff to advertise and seek bids for the Bleacher Storage Project. This project included remodeling of the ceramics room in the Community Center to provide a bleacher storage area; new lighting in the gymnasium portion of the Community Center to provide a more energy-efficient lighting system; and electrical improvements in the Community Center to add additional electrical capacity and eliminate circuit overloads. On May 4, 2009, the City Council authorized staff to advertise and seek bids for the reroofing of various City-owned buildings and to combine this project with the Bleacher Storage Project. The bid date for the combined project was set for May 18 but was later extended to May 28, 2009.

The Public Contract Code requires cities to advertise most public works projects; and if the project is to be awarded, it should be awarded to the lowest responsible, responsive bidder. No bids were received for this project by the 10:00 a.m. deadline on May 28, 2009. Section 20166 of the Public Contract Code states in part: "If no bids are received, the legislative body may have the project done without further complying with this chapter."

On June 15, 2009, the City Council directed the City Manager to negotiate, award, and sign a construction contract for the construction of the Bleacher Storage and Reroofing of Various City Facilities Project for an amount not to exceed \$700,000. Staff was able to

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

negotiate a contract with KPRS Construction Services, Inc., the contractor already working on the Youth Center project at the time, for \$591,342.00.

FISCAL IMPACT: Several construction change orders were issued during the course of this project, both increasing and decreasing various items of work. The construction contract was awarded for \$591,342.00. The net effect of all construction change orders increased the final cost by \$2.99 to \$591,344.99.

RECOMMENDATION: Staff recommends the City Council take the following actions related to completion of the Bleacher Storage and Reroofing of Various City Facilities Project:

1. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder.
2. Reduce the Faithful Performance Bond to 10 percent.
3. Retain the Payment Bond for six months.
4. Release retention 30 days after recordation of Notice of Completion

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Montclair, City Clerk's Office
5111 Benito Street/P. O. Box 2308
Montclair, CA 91763

APN NO. : Various Locations

(Space above this line for Recorder's Use)

NOTICE OF COMPLETION

NOTICE is hereby given that:

The undersigned is the owner of an interest of estate in the hereinafter described property, the nature of which said interest or estate is: fee

The full name and address of the undersigned is Michael C. Hudson, City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

The work was completed on that certain work known The Bleacher Storage and Reroofing of Various
as City Facilities Project

for the undersigned City of Montclair, a Municipal Corporation, on the 6th day of July, 2010

The City accepted the job on the 17th day of June, 2010

The Contractor on said job was KPRS Construction Services, Inc
2850 Saturn Street
Brea, CA . 92821

The improvement consisted of Building modifications and reroofing

The property upon which said work of improvement was 5111 Benito Street, Montclair, CA
completed is described as: 9955 Fremont Avenue, Montclair, CA
10825 Monte Vista Avenue, Montclair, CA
10835 Monte Vista Avenue, Montclair, CA

VERIFICATION

I, the undersigned, say that I am agent for the owner of the aforesaid interest or estate in the property described in the above notice.

I have read the foregoing notice and know and understand the contents thereof, and the facts stated herein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____ at 5111 Benito Street, Montclair, California

City Engineer, City of Montclair

AGENDA REPORT

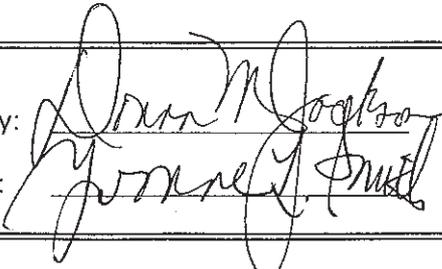
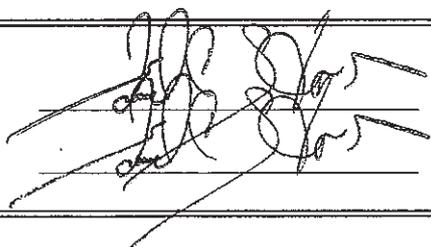
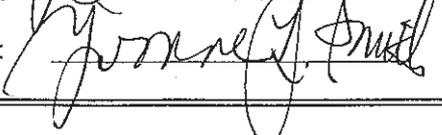
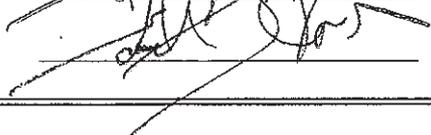
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: July 6, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 3
BUSINESS PLAN: N/A	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

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 July 6, 2010, and Payroll Documentation dated May 9, 2010, finds them to be in order and recommends their approval.

FISCAL IMPACT: The Warrant Register dated July 6, 2010, totals \$1,703,581.86. The Payroll Documentation dated May 9, 2010, totals \$623,253.80, with \$464,420.12 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 APPROVAL OF AGREEMENT
NO. 10-69 WITH MARIPOSA LANDSCAPES,
INC., FOR LANDSCAPE AND MAINTENANCE
OF MEDIAN ISLANDS, PARKS, AND PARKWAYS

DATE: July 6, 2010

SECTION: AGREEMENTS

ITEM NO.: 1

**BUSINESS
PLAN:** N/A

FILE I.D.: STA500

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Agreement No. 09-40 with Mariposa Landscapes, Inc., for landscape maintenance of median islands, parks, and parkways expires on June 30, 2010. The City Council is requested to consider approval of Agreement No. 10-69 with Mariposa Landscapes, Inc., to continue landscape maintenance services. Proposed Agreement No. 10-69 is attached for the City Council's review and consideration.

BACKGROUND: At its meeting of June 18, 2007, the City Council approved Agreement No. 07-63 with Mariposa Landscapes, Inc., for landscape maintenance of median islands, parks, and parkways. This Agreement was for a one-year period and could be renewed annually up to five (5) years with the consent of the City Council and Mariposa Landscapes, Inc. The third renewal year of Agreement No. 07-63 begins in Fiscal Year 2010-11.

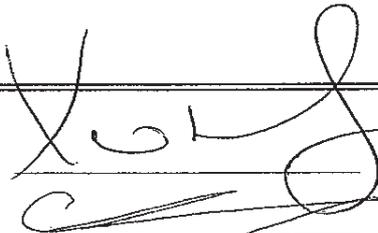
The City currently pays \$325,410 annually for landscape-maintenance services and an additional \$12,000 has been budgeted from the City for miscellaneous repairs to the median islands and irrigation systems in the event of traffic accidents and the need to repair and/or replace controllers, valves, and similar items as needed.

The City is adding the new Mission Boulevard landscaping (Phases 8 and 9) from east of Ada Avenue to Benson Avenue and Pipeline Avenue to the West City boundary for an annual cost of \$25,242.

With the exception of the new Mission Boulevard landscape costs, Mariposa Landscapes, Inc., recognizes the City's current financial standing and is not requesting an increase for Fiscal Year 2010-11.

FISCAL IMPACT: The cost to provide landscape maintenance of median islands, parks, and parkways is \$342,978. An additional \$12,000 (not included in the contract amount) is anticipated for repairs to the median islands and irrigation systems. The funds to provide these services are included in the Public Works Fiscal Year 2010-11 Parks Division Budget.

Prepared by:

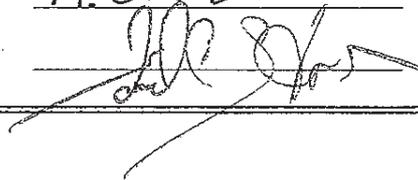


Reviewed and
Approved by:

M. STAATS

Proofed by:

Presented by:



RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-69 with Mariposa Landscapes, Inc., for landscape and maintenance of median islands, parks, and parkways.

**AN AGREEMENT WITH MARIPOSA LANDSCAPES,
INC., FOR MEDIAN ISLANDS, PARKS, AND
PARKWAY MAINTENANCE**

THIS AGREEMENT, made and entered into this 1st day of July, 2010, by and between the **City of Montclair**, a Municipal Corporation, County of San Bernardino, State of California, hereinafter referred to as "**CITY**" and **Mariposa Landscapes, Inc.**, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

SECTION I

The **CONTRACTOR**, in consideration of the promises of the **CITY** hereinafter set forth, hereby agrees to furnish all tools, equipment, materials, labor, and transportation necessary to perform and complete the terms of this Agreement and to faithfully perform and maintain in a good and workmanlike manner the maintenance services on the areas as set forth and listed in this Agreement.

SECTION II

This Agreement is for a period of one (1) year from the date herein above set forth subject to the right of either party to cancel without cause by giving a minimum of thirty (30) days' written notice to the other of such cancellation.

SECTION III

All of the work and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner for the total monthly sum of \$26,336, with payments to be made on the 15th day of each and every calendar month, during the term of this agreement, which will be paid the **CONTRACTOR** for all work and services to be performed pursuant to this Agreement. **CONTRACTOR** shall pay prevailing wages in accordance with the laws of the State of California.

Payment of additional services requested, in writing, by **CITY** and not included in the scope of services as set forth in the Agreement shall be performed by the **CONTRACTOR** at the rate of \$35.00 per hour. This hourly rate is negotiable annually and shall include labor, equipment, overhead, and profit. Any and all work done under this Section of this Agreement will be with prior written approval from the **CITY**. If prior written approval is not obtained by the **CITY**, no payment will be approved. Charges for additional services shall be invoiced on a monthly basis and shall be paid by the **CITY** within a reasonable time after said invoices are received by the **CITY**.

SECTION IV

The CONTRACTOR shall defend, indemnify, and save harmless the CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by the CONTRACTOR of any and all legal costs and attorney's fees in any manner arising out of any negligent or intentional or willful acts or omissions of the CONTRACTOR or any of its agents, servants, employees, or licensees in the performance of this Agreement including, but not limited to, all consequential damages to the maximum extent permitted by law.

SECTION V

The CONTRACTOR shall furnish a Certificate of Deposit as surety in the amount equal to one (1) month maintenance cost in the name of the City of Montclair with all interest payments to the CONTRACTOR. The certificate shall remain in force for the term of this Agreement. If the CONTRACTOR requests a price increase as outlined in Section III, the CONTRACTOR must furnish a Certificate of Deposit with the new amount in the name of the City of Montclair with interest payments to the CONTRACTOR. The Certificate of Deposit must be on file with the Public Works Superintendent before the CONTRACTOR will be permitted to begin his maintenance operations.

SECTION VI

The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to the CITY nor shall the CONTRACTOR allow any employee to commence work on the maintenance services subject to this Agreement until all insurance required has been obtained. The CONTRACTOR shall take out and maintain, at all times during the term of this Agreement, the policies of insurance as set forth hereinafter.

SECTION VII

Workers' Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish the CITY a Certificate of Insurance as proof that it has taken out full Workers' Compensation Insurance for all persons whom it may employ directly or through subcontractors in carrying out the work specified herein in accordance with the State of California.

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

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

SECTION VIII

Throughout the term of this Agreement, at the CONTRACTOR'S sole cost and expense, the CONTRACTOR shall keep, or cause to be kept, in full force and effect for the mutual benefit of the CITY and the CONTRACTOR comprehensive, broad form, general public liability, and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from the CONTRACTOR'S activities, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person and Three Million Dollars (\$3,000,000) for any one accident or occurrence and at least One Million Dollars (\$1,000,000) for property damage.

SECTION IX

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 and policies required under Section VIII shall name, as additional insured, the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured, and all subcontractors waive the right of subrogation against the CITY, its elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by the CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to the CITY by certified mail. The CONTRACTOR shall furnish the CITY with copies of all such policies promptly upon receipt of them or certificate evidencing the insurance. The CONTRACTOR may effect for its own account insurance not required under this Agreement.

SECTION X

The CONTRACTOR shall, before any work begins, obtain and maintain the following: City of Montclair Business License, State of California Contractor's License (C27), and all State of California Pest Control Licenses and categories necessary to complete the provisions of this Agreement.

SECTION XI

The Public Works Superintendent, or his/her designated representative, shall be the judge of all work performed and shall approve all material provided by the CONTRACTOR before it is used. If the work is not satisfactory, the Public Works Superintendent, or his/her designated representative, may suspend the Agreement for any period of time or terminate the Agreement as set forth herein. No sums shall be due or payable to the CONTRACTOR for or during any time of such suspension or after termination.

It is further agreed that in the event the CONTRACTOR fails to furnish tools, equipment, materials, labor, or transportation in the necessary quantity or quality or fails to prosecute the work or any part thereof, the Public Works Superintendent or his/her designated representative shall so certify to the City Manager of the CITY, and if thereafter the CONTRACTOR, for a period of ten (10) days after receipt of a written demand from the Public Works Superintendent or his/her designated representative, fails to furnish tools, equipment, materials, labor, or transportation in the necessary

quantity or quality and to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said ten (10) days, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises or any portion thereof, together with all materials and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work either by furnishing the tools, equipment, materials, labor, or transportation necessary therefore or by letting the unfinished portion of said work or the portion taken over by the CITY shall be a charge against the CONTRACTOR and may be deducted from any money due or becoming due to the CONTRACTOR for the CITY, or the CONTRACTOR may be compelled to pay the CITY the amount of said charge or the portion thereof unsatisfied. As used herein, the term "premises" shall include those areas and sites as set forth in SECTION XIII hereof.

SECTION XII

SPECIFIC

A. Trees, Plants, Shrubbery

1. All plants and shrubbery shall be properly irrigated, pruned, and shaped in season to produce the best possible effect and growth condition.
2. Tree trimming, planting, and staking shall be completed by the CITY.
3. The CITY may make periodic soil analyses to determine soil amendment requirements (gypsum, sulfur, iron chelates, etc.) as well as fertilization demands, and the Contractor is required to make the necessary applications within two weeks of notification. In lieu of soil tests, the CITY may require the CONTRACTOR to provide an all-purpose fertilizer for application.

B. Lawns

1. To comply with the Federal Clean Water Act and City of Montclair Municipal Code Section 9.24 - Storm Drain System, employees from said contractor shall be trained in Stormwater Best Management Practices. No blowing and/or depositing of grass clippings, leaves, or any other yard waste out into the street and catch basins.
2. All lawn areas will be mowed and edged weekly. As work is completed, the clippings, trimmings, weeds, and other extraneous materials shall be removed, leaving the lawns in a neat and attractive condition. The CONTRACTOR is responsible for cost of disposing such material.
3. All lawns shall be fed with commercial fertilizer supplied by the CONTRACTOR two times each year. Time of application of fertilizer shall be as specified by the CITY. Prior to fertilizing, the CONTRACTOR shall first mow the lawn to the appropriate height. Selective weedkiller supplied by the CONTRACTOR, shall be applied to provide complete dandelion, crabgrass, or other weed control. Chemicals used shall meet

Department of Food and Agriculture regulations. The CONTRACTOR is liable for misuse.

4. All lawns shall be verticut, mowed to one inch, seeded, and covered with top dressing. Seed and top dressing will be furnished by CONTRACTOR upon approval by the CITY.
5. All lawns shall be mowed between 2 and 2-1/2 inches.
6. All landscape areas will be monitored and treated for Gopher Control by the CONTRACTOR as needed. The CONTRACTOR, at no additional cost to the CITY, shall furnish chemicals and licenses necessary for Gopher Control.

C. Replacements

1. Any plant material that may expire from normal causes shall be replaced and replanted with a like or more desirable species without additional cost to the CITY.
2. Any plantings, cobblestone or stamped concrete areas, or portions of the irrigation systems that are damaged by vehicles, vandalism, or other means beyond the CONTRACTOR'S control shall be repaired and/or replaced by the CITY.

D. Irrigation System

1. Sprinkler heads shall be adjusted and kept clean to provide the best possible coverage. Missing, broken, worn, or sprinkler heads damaged while performing the duties pursuant to the Agreement shall be immediately replaced by CONTRACTOR to allow continuous irrigation without additional cost to the CITY.
2. Automatic irrigation controllers, remote control valves, and sprinkler heads will be properly checked and adjusted by the CONTRACTOR weekly.

The CONTRACTOR shall be responsible for immediately notifying City whenever a sprinkler system is not working properly. The CONTRACTOR shall be responsible for all repairs, upon approval by the CITY, at a flat rate of \$35.00 per hour plus costs of the materials needed. Repairs to damage caused by the CONTRACTOR'S operation, shall be borne by CONTRACTOR.

E. Debris

1. As work in any area is completed, the clippings, trimmings, and weeds shall be removed and the area shall be left in a neat and attractive condition. The CONTRACTOR is responsible for the cost of disposing all clippings, trimmings, and weeds.

F. Cobblestone Concrete, Bomanite, and Stamped Concrete Areas

1. All cobblestone, stamped concrete, bomanite, and concrete areas shall be weeded and kept free of papers and other extraneous material on a weekly basis.

G. Management and Supervision

1. The sites defined by this Agreement shall be closely inspected by the CONTRACTOR'S Maintenance Superintendent to ensure proper work procedures are followed.
2. Monthly maintenance reports by CONTRACTOR'S Maintenance Superintendent shall be submitted for CITY'S information.
3. The landscape maintenance will be scheduled first to meet the requirements of the landscape and secondly to fit the working procedures of the CITY.

SECTION XIII

The areas to be maintained are listed below; however, they are general site descriptions and are to be considered inclusive, not precise:

A. Moreno Street Landscaping (six islands)—one island east of Central Avenue, one island west of Monte Vista Avenue, the other four islands between Central and Monte Vista Avenues

Two of these islands are cobblestone only; the remaining islands are landscaped with lawns, trees, shrubs, cobblestone, and stamped concrete. The area to be maintained is approximately 7,970 square feet.

B. Monte Vista Avenue Landscaping (six islands) located from north of Richton Street to and including one island south of the I 10-Freeway

These islands are landscaped with lawn, trees, shrubs, stamped concrete, bomanite, and cobblestone. The lawn area to be maintained is approximately 19,060 square feet.

C. San Jose Street Landscaping (one island) located west of Monte Vista Avenue

This island is landscaped with lawn, trees, and stamped concrete. The lawn area to be maintained is approximately 800 square feet.

D. Central Avenue Landscaping (33 islands) located north of Richton Street and Phillips Boulevard

Some islands are landscaped with lawn, shrubs, trees, stamped concrete, and cobblestone. The lawn area to be maintained is approximately 131,195 square feet.

- E. Mills Avenue Landscaping, (12 islands) located between Moreno Street and Holt Boulevard**
- These islands are landscaped with lawn, trees, bomanite and cobblestone. The lawn area to be maintained is approximately 38,910 square feet.
- F. Holt Boulevard Landscaping (17 islands and three parkways) located between Benson Avenue and Mills Avenue**
- The islands and parkways are landscaped with lawn, shrubs, stamped concrete, and trees. The area to be maintained is approximately 104,400 square feet.
- G. San Bernardino Street Landscaping (five islands and one parkway) located from Mills Avenue east to 4500 San Bernardino Street**
- The islands are landscaped with lawn, trees, and cobblestone. The lawn area to be maintained is approximately 6,200 square feet. A parkway is located on the south side of San Bernardino Street from the Flood Control Channel Bridge to approximately 350 lineal feet east. The parkway is landscaped with six (6) tree wells.
- H. Benson Avenue (two islands) located between Moreno Street and Arrow Highway**
- The islands are landscaped with shrubbery, trees, and cobblestone paving. The area to be maintained is 9,600 square feet.
- I. Central Avenue Overpass**
- The landscaped areas on the Central Avenue overpass shall include the northwest quadrant, the southwest quadrant and the southeast quadrant. The areas, which are planted with trees and shrubbery, total approximately 58,000 square feet.
- J. Palo Verde Street, (three islands), located between Monte Vista Avenue and Marion Avenue**
- These islands are landscaped with shrubbery, trees, and bomanite. The area to be maintained is approximately 11,178 square feet.
- K. Monte Vista Avenue Underpass between Arrow Highway and Richton Street**
- The area includes the slopes on the east and west sides of the street. It is landscaped with trees, shrubs, and groundcover. The area to be maintained is approximately 46,700 square feet.
- L. Richton Street Parkway located from Monte Vista Avenue to a point 1,600 feet east.**
- The area to be maintained is located approximately 12 feet behind the sidewalk on the north and south sides of the street. The area is landscaped with lawn,

trees, and shrubs. The area to be maintained is approximately 34,320 square feet.

M. Phillips Boulevard Parkway between Ramona and Buckskin Avenues

The parkway is located behind the sidewalk on the north side of the street. It is landscaped with trees and shrubs. The area to be maintained is approximately 3,150 square feet.

N. Ramona Avenue Tree Wells located from Phillips Boulevard to a point 650 feet north of Howard Street

The tree wells are located on the east side of the street and include 53 tree wells and trees. The area to be maintained is approximately 477 square feet.

O. Ramona Avenue Tree Wells located from a point 360 feet north of Merle Street to a point 510 feet south of Howard Street

The tree wells are located on the west side of the street and include 25 tree wells and trees. The area to be maintained is approximately 225 square feet.

P. San Bernardino Street Tree Wells located from a point 170 feet west of Rosewood Street to a point 175 feet east of Rosewood Street

The tree wells are located on the south side of the street and include 6 tree wells and trees. The area to be maintained is approximately 54 square feet.

Q. San Bernardino Street Tree Wells located from San Bernardino Court to a point 380 feet west of Rosewood Street

The tree wells are located on the north side of the street and include 18 tree wells and trees. The area to be maintained is approximately 162 square feet.

R. San Bernardino Street Parkway located between Fremont and Monte Vista Avenues

The area is located on the south side of the street. It includes the sidewalk, tree wells, and trees. The area to be maintained is approximately 9,920 square feet.

S. House located at 9916 Central Avenue

The area to be maintained consists of concrete, vines, trees, groundcover, and native shrubs in the front and rear yards. The area to be maintained is approximately 1,500 square feet.

T. Walkway located between Yale and Palo Verde Streets

The walkway is located east of 5634 Yale Street and travels between Yale and Palo Verde Streets. The area includes sidewalk only and is approximately 3,792 square feet.

U. Walkway located at Rudisill Street and Amherst Avenue

The area is located east of 4383 Rudisill Street and travels between Amherst Avenue and the San Antonio Channel. The area includes sidewalks, trees, and shrubs. The area to be maintained is approximately 500 square feet.

V. Montclair Transcenter Platform

The area to be maintained is located south of the second platform addition and on the north side at the east and west end of the platform as well as the tunnel under the first and second platforms. This area is landscaped with various shrubs and is approximately 20,500 square feet.

W. Storm Drain Channel located north of the I-10 Freeway

The open-face channel is located north of the I-10 Freeway and runs from Monte Vista Avenue to a point 730 feet west and from Monte Vista Avenue to a point 1,562 feet east. The maintenance includes removal of weeds and debris from the channel.

X. Freedom Plaza

The site is located at the northeast corner of Palo Verde Street and Monte Vista Avenue. The area includes trees, shrubs, and groundcover around an existing monument. It is approximately 20,500 square feet. It also includes the landscaped area around the caboose. This area includes trees, shrubs, and groundcover. It is approximately 1,000 square feet.

Y. Alley Planters located between the 5300 blocks of Yale and Cambridge Streets

The planters are located in the north and south ends of the alley. There are two planters, each landscaped with trees and shrubs. The total area to be maintained is approximately 500 square feet.

Z. Parkway on the east side of Ramona Avenue, north and south of Canary Court

The area includes cobblestone and pine trees. The total area to be maintained is 1,925 square feet.

AA. Undeveloped property at the northwest corner of Camulos Avenue and Dale Street

The area is undeveloped and is 2.5 acres in size.

BB. Benson Avenue Parkway, located on the west side of Benson Avenue from the I-10 Freeway to San Jose Street

The parkway is landscaped with Oleander bushes. The total area to be maintained is 3,000 square feet.

CC. Mission Boulevard Median Islands and Parkways from the east to west City Limits

The areas to be maintained consist of trees, shrubs, groundcover, and undeveloped areas. The area to be maintained is approximately 260,000 square feet.

DD. Palo Verde Street Landscape located on the north side of Palo Verde Street between Mills Avenue and the San Antonio Channel

The area includes trees, shrubs, groundcover, and wood chips. The area to be maintained is approximately 22,470 square feet,

EE. Trash Collection

Empty trash containers and pick up trash from the ground at the following locations weekly unless otherwise indicated:

Alma Hofman Park (twice per week, Monday and Friday), 5201 Benito Street
Civic Center, 5111 Benito Street
Essex Park, 4295 Howard Street
Golden Girls Park, 4594 San Bernardino Street
Kingsley Park, 5575 Kingsley Street
MacArthur Park, 5450 Deodar Street
Mini Park #1, 9120 Monte Vista Avenue
Mini Park #2, 4682 Highland Street
Moreno Vista Park, 4675 Moreno Street
Saratoga Park, 5397 Kingsley Street
Sunrise Park, 5500 Princeton Street
Sunset Park, 4351 Orchard Street
Montclair Transcenter (twice per week, Monday and Friday), 5091 Richton Street
Freedom Plaza, 4902 Palo Verde Street
I-10 Freeway on- and off-ramps on Central and Monte Vista Avenues

FF. Olive Street Parkway located on the south side of Olive Street east of Vernon Avenue

The parkway is landscaped with shrubs and groundcover. The total area to be maintained is 3,275 square feet.

GG. Fox Homes Parkway located on the southeast corner of Ramona Avenue and Mission Boulevard

The parkway is landscaped with shrubs, groundcover, and trees. The total area to be maintained is 5920 square feet.

HH. Richmond American Homes Parkway located on the west side of Monte Vista Avenue south of the I-10 Freeway west of Monte Vista Avenue

The parkway is landscaped with shrubs, groundcover, trees, and decomposed granite. The total area to be maintained is 19,740 square feet.

II. Pacific Electric Bike Trail located from Monte Vista Avenue west to the west City limits

The area will be landscaped with shrubs and trees. The area to be maintained is 21,560 square feet.

JJ. Ramona Avenue Landscaping (two islands), one island north of Mission Boulevard and one island south of Mission Boulevard

These islands are landscaped with trees, shrubs, and stamped concrete. Each median island is approximately 4,000 square feet.

KK. Richton Street Parking Lot located at 4800 Richton Street

The parking lot is landscaped around the perimeter with trees, shrubs, and groundcover and is approximately 2,800 square feet.

LL. Montclair Police Department Facility

The Montclair Police Department facility is located at 4870 Arrow Highway. The landscape at this facility includes, various trees and shrubs. The total area to be maintained is approximately 76,665 square feet. The area also includes maintenance of the drainage basin.

MM. 5100 Block of Saddleback Street Parkway

The parkway is landscaped with trees and lawn. The area to be maintained is approximately 1,050 square feet.

NN. Plaza Landscape at the northeast corner of Monte Vista Avenue and San Jose Street

The parkway is landscaped with trees and lawn. The area to be maintained is approximately 8,400 square feet.

OO. Plaza Landscape at the southwest corner of Central Avenue and Moreno Street

The parkway is landscaped with trees and lawn. The area to be maintained is approximately 6,400 square feet.

PP. Ramona Avenue Overpass

The landscaped areas on the Ramona Avenue overpass shall include the southeast quadrant, the southwest quadrant, the northwest quadrant, and the

east side of Kimberly Avenue from Brooks Street south to the end of the cul-de-sac. The area to be maintained is approximately 10,000 square feet.

SECTION XIV

In the event that additional areas require maintenance services, such areas may be added to this Agreement at a negotiated price; however, during the period of time the CONTRACTOR is negotiating a cost to maintain the new areas, it is the CONTRACTOR'S responsibility to provide maintenance service to any area in question. In the event a maintenance area is deleted from this Agreement, the contract price for that area shall be deducted from the negotiated price.

SECTION XV

MISCELLANEOUS PROVISIONS

- A. **Assignment.** No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by the CONTRACTOR without the written consent of the CITY.
- B. **Independent Contractor.** The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement, and shall not be construed for any purpose whatsoever to be employees of the CITY.
- C. **Compliance With Laws.** The CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
- D. **Discrimination.** The CONTRACTOR 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. In this connection, the CONTRACTOR agrees to comply with all County, State, and Federal laws related to equal employment opportunity rights.
- E. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. **Attorney's Fees.** In the event that any legal proceeding is instituted to enforce any term or provisions of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount to be determined by the court to be reasonable.
- G. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any other party that is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth herein above.

Contractor:

MARIPOSA LANDSCAPES, INC.

ANTONIO VALENZUELA *Antonio Call* SECRETARY 6/30/10
Name Title Date

City:

CITY OF MONTCLAIR

By: _____ Date _____
Paul M. Eaton
Mayor

ATTEST:

By: _____ Date _____
Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-70 WITH WEST COAST ARBORISTS FOR TREE-MAINTENANCE SERVICES	DATE: July 6, 2010 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: STA700 DEPT.: PUBLIC WORKS
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: Agreement No. 09-41 with West Coast Arborists for tree-maintenance services expires on June 30, 2010. The City Council is requested to consider approval of Agreement No. 10-70 with West Coast Arborists to continue tree-maintenance services. Proposed Agreement No. 10-70 is attached for review and consideration by the Council.

BACKGROUND: At its meeting of June 20, 2005, the City Council approved Agreement No. 05-77 with West Coast Arborists for tree-maintenance services. The Agreement was for a one-year period and could be renewed annually up to four years with the consent of both the City and West Coast Arborists. The fifth renewal year of Agreement No. 05-77 begins in Fiscal Year 2010-11.

In consideration of the City's ongoing financial challenges, West Coast Arborists is not requesting a rate increase for Fiscal Year 2010-11. A description of items and costs contained in Agreement No. 10-70 is as follows:

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Cost</i>
1	Tree trimming	Each	\$ 45.00
2	Tree and stump removal	Inch	\$ 16.00
3	Stump-only removal	Inch	\$ 4.90
4	Tree planting, 15-gallon	Each	\$118.00
5	Tree planting, 24-inch box	Each	\$244.00
6	Root pruning	Foot	\$ 7.50
7	Three-man crew rental	Hour	\$118.50
8	Emergency crew rental	Hour	\$250.00

West Coast Arborists has continually provided quality tree-trimming and other tree-related services to the City since October 2000. The company was responsive to staff's requests and has established an Internet-based inventory of all City trees at no additional cost. Public Works staff uses the inventory in its annual tree-trimming program. The

Prepared by: _____

Reviewed and
Approved by: _____

Proofed by: _____

Presented by: _____

inventory provides information related to tree location, tree species, work history, and the value of each tree.

FISCAL IMPACT: The cost to provide tree-maintenance services is not expected to exceed \$70,000 during Fiscal Year 2010-11. Funds for this purpose are included in the Public Works Fiscal Year 2010-11 Tree Division Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-70 with West Coast Arborists for tree-maintenance services.

AN AGREEMENT BY AND BETWEEN THE CITY OF
MONTCLAIR AND WEST COAST ARBORISTS
FOR TREE MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2010, by and between the CITY OF MONTCLAIR, a Municipal Corporation, County of San Bernardino, State of California, hereinafter referred to as "CITY," and WEST COAST ARBORISTS, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

SECTION I

The CONTRACTOR, in consideration of the promises of the CITY hereinafter set forth, hereby agrees to furnish all tools, equipment, materials, labor, and transportation necessary to perform and complete the terms of this Agreement and to faithfully perform and maintain in a good and workmanlike manner the maintenance services on the areas as set forth and listed in this Agreement.

SECTION II

This Agreement is for a period of one (1) year from the date hereinabove set forth and can be renewed annually up to two (2) years with the consent of the City and the Contractor, subject to the right of either party to cancel without cause by giving a minimum of thirty (30) days' written notice to the other of such cancellation.

SECTION III

All of the work and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner. Contractor shall pay prevailing wages in accordance with the laws of the State of California. Payment for work completed will be based on the following schedule:

	Unit Prices	Unit Description
Tree trimming	\$45.00	Each
Palm tree trimming	\$45.00	Each
Complete tree and stump removal	\$16.00	Diameter inch
Stump removal	\$4.90	Diameter inch
Root pruning	\$7.50	Each (foot)
Tree planting		
15 gallon	\$118.00	Each
24 inch box	\$244.00	Each
Three man crew rental, aerial unit, dump truck, and chipper	\$118.50	Hour
Emergency work call out	\$250.00	Hour

Payment will be made on the 15th day of each and every calendar month during the term of this Agreement, which will be paid to the Contractor for all work and services to be performed pursuant to the Agreement.

Payment of additional services requested, in writing, by City and not included in the Scope of Services as set forth in this Agreement, shall be negotiated on an item-by-item basis. Any additional services cost will include labor, equipment, overhead, and profit.

Any and all work done under this Section of this Agreement will be with prior written approval from the CITY. If prior written approval is not obtained by the CONTRACTOR, no payment will be approved. Charges for additional services shall be invoiced on a monthly basis and shall be paid by the CITY within a reasonable time after said invoices are received by the CITY.

SECTION IV

The CONTRACTOR shall defend, indemnify, and save harmless the CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, including the payment by the CONTRACTOR of any and all legal costs and attorneys' fees, in any manner arising out of any negligent or intentional or willful acts or omissions of the CONTRACTOR or any of its agents, servants, employees, or licensees in the performance of this Agreement including, but not be limited to, all consequential damages to the maximum extent permitted by law.

SECTION V

The CONTRACTOR shall furnish a Certificate of Deposit as surety in the amount equal to \$6,750 in the name of the City of Montclair with all interest payments to the CONTRACTOR. The certificate shall remain in force for the term of this Agreement. If the Contractor requests a price increase as outlined in Section III, the Contractor must furnish a Certificate of Deposit with the new amount in the name of the City of Montclair with interest payments to the CONTRACTOR. The Certificate of Deposit must be on file with the Public Works Superintendent before the CONTRACTOR will be permitted to begin his operations.

SECTION VI

The CONTRACTOR shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to the CITY nor shall the CONTRACTOR allow any employee to commence work on the maintenance services subject to this Agreement until all insurance required has been obtained. The CONTRACTOR shall take out and maintain, at all times during the term of this Agreement, the policies of insurance as set forth hereinafter.

SECTION VII

Workers' Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish the CITY a Certificate of Insurance as proof that it has taken out full Workers' Compensation Insurance for all persons whom it may employ directly or

through subcontractors in carrying out the work specified herein in accordance with the State of California.

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

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

SECTION VIII

Throughout the term of this Agreement, at the CONTRACTOR'S sole cost and expense, the CONTRACTOR shall keep, or cause to be kept, in full force and effect for the mutual benefit of the CITY and the CONTRACTOR comprehensive, broad form, general public liability, and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from the CONTRACTOR'S activities, providing protection of at least One Million Dollars (\$1,000,000) for any one person Three Million Dollars (\$3,000,000) per accident or occurrence for bodily injury or death, and at least One Million Dollars (\$1,000,000) for property damage.

SECTION IX

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; and policies required under Section VIII shall name, as additional insured, the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured, and all subcontractors waive the right of subrogation against the CITY, its elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by the CITY; and (3) they cannot be canceled or materially changed except after (30) days written notice by the insurer to the CITY by certified mail.

The CONTRACTOR shall furnish the CITY with copies of all such policies promptly upon receipt of them or certificate evidencing the insurance. The CONTRACTOR may effect for its own account insurance not required under this Agreement.

SECTION X

The Public Works Superintendent, or his designated representative, shall be the judge of all work performed by the CONTRACTOR. If the work is not satisfactory, the Public Works Superintendent or his designated representative may suspend the Agreement for any period of time or terminate the Agreement as set forth herein. No sums shall be due or payable to the CONTRACTOR for or during any time of such suspension or after termination.

It is further agreed that in the event the CONTRACTOR fails to prosecute the work or any part thereof contemplated by this Agreement, the Public Works Superintendent, or his designated representative, shall so certify to the City Manager of the CITY; and if thereafter the CONTRACTOR, for a period of five (5) days after written notice, continues to fail to do so, then the CITY may exclude the CONTRACTOR from the premises or any portion thereof and may complete the work contemplated by this Agreement or any portion of said work by letting the unfinished portion of said work, or the portion taken over by the CITY, the cost of which shall be a charge against the CONTRACTOR and may be deducted from any money due or becoming due to the CONTRACTOR from the CITY; or the CONTRACTOR may be compelled to pay the CITY the amount of said charge or the portion thereof unsatisfied.

SECTION XI

SPECIFIC

A. Scope of Work

The work shall consist of furnishing all materials, labor, equipment, and incidentals necessary for pruning and removal of street and park trees in accordance with the Contractor's request for proposals.

1. **WORKING HOURS:** All work shall be performed between the hours of 7:00 a.m. and 5:00 p.m. weekdays. No weekend or holiday work shall be permitted unless authorized by the Public Works Superintendent.
2. **PUBLIC SAFETY AND COOPERATION:** All work shall be conducted in such a manner as to cause the least possible interference with, or annoyance to others and maintain safe conditions at all times while work operation are in progress.
3. **INSPECTION BY THE CITY:** The City shall inspect all work performed under this contract for compliance to the specifications and report any deficiencies to the Contractor.
4. **DAMAGE TO PROPERTY:** The Contractor shall not damage any public or private property as a result of the work specified. Any damage resulting from the Contractor's work shall be repaired, restored or replaced in kind within twenty-four (24) hours.
5. **CERTIFIED ARBORIST:** The Contractor shall employ a full-time, permanent Certified Arborist, as accredited by the International Society of Arboriculture at the time of proposal submittal, bid award and for the duration of the Agreement.

The Certified Arborist shall be responsible for the Contractor's employees performing the work as specified herein, daily inspections of the worksite, and supervision of the Contractor's employees. The Certified Arborist shall represent the Contractor regarding any disputes that may arise with the City, public, and the Contractor's employees.

6. **WORKMANSHIP:** All work shall be completed in a timely and workmanlike manner. The Contractor shall provide qualified tree workers trained according to the tree care standards accepted by the International Society of Arboriculture and the National Arborists Association.

All work shall be performed in a safe manner in compliance with the American National Safety Institute, Z133.1 Safety Standards for Tree Care Operations, as published by American National Safety Institute, Inc., 1430 Broadway, New York, New York 10018.

The Contractor shall provide qualified tree workers certified to perform tree work near energized primary and secondary electrical distribution lines. The Contractor shall comply with the Electrical Safety Orders issued by the State of California Occupational Health and Safety Administration (Cal/OSHA) including all amendments and revisions.

7. **MEASUREMENT AND PAYMENT:** The unit prices called for in the Agreement shall be full compensation for all labor, materials, and equipment necessary to complete the work as specified

No further compensation shall be made unless authorized by the Public Works Superintendent or his designated representative.

8. **NOTIFICATION TO RESIDENTS:** The Contractor shall notify all affected residents and businesses of tree pruning and removal operations twenty-four (24) hours before the start of work. The Contractor is responsible for posting "Temporary No Parking" signs at least twenty-four (24) hours before using any parking lanes for tree trimming operations. Every effort shall be made by the Contractor to minimize the duration of driveway blocking. Further, the Contractor shall provide access to each residential or commercial establishment each evening.

9. **TRAFFIC AND SAFETY REQUIREMENTS:** Any contractor performing work in a public right-of-way or parks shall conduct the operations so as to cause the least possible obstruction and inconvenience to public traffic and pedestrians and take all necessary measures to maintain an adequate traffic flow to prevent accidents and to protect the worksite.

All traffic controls shall be in accordance with the Manual of Traffic Controls for Construction and Maintenance Work Zones published by State of California, Department of Transportation. All traffic devices, safety lights, and flagmen shall be provided by the Contractor.

The Contractor shall receive approval from the Public Works Superintendent prior to the partial or complete closure of any lanes, streets, or intersections.

B. Complete Tree Pruning Specifications

All trees shall be pruned only in such a manner as to maintain the natural structure, form, health, and appearance of the tree species. Tree pruning shall

consist of the total removal of those dead and living branches that might compromise the health, strength, and natural form of the tree. Specifically, mature trees shall be pruned in such a manner as to:

1. Prevent branch and foliage interference with the requirements of safe public passage. Over residential streets, limbs shall be maintained gradually from eight (8) feet at the curb to seventeen (17) feet over traffic lanes. Over arterial streets, limbs shall be maintained at a maximum height of fourteen (14) feet from grade to wood.

Over sidewalks, limbs shall be maintained at a height of seven (7) feet from the grade to wood.
2. Remove all dead and dying branched and branch stubs that are ½ inch or larger.
3. Remove all broken or loose braches.
4. Remove any live branches that interfere with the tree's structural strength and healthful development, which will include the following:
 - Limbs that rub and abrade a more important branch.
 - Limbs of weak structure that are not important to the framework of the tree.
 - Limbs that, if allowed to grow, would wedge apart the junction of more important branches.
 - Branches near the end of a limb that will produce more weight or offer more resistance to wind that the limb are able to support.
 - Undesirable sucker and water sprout growth giving specific attention not to nick or damage the sprout "burl."
 - Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
 - Selective removal of limbs obstructing buildings or other structures, streetlights or traffic signs.
5. Cut back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs.
6. On mature trees only, clear water sprout or sucker growth to a minimum height of eight (8) feet above ground level.
7. Maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree.
8. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to the trees.

9. Clear all branches and foliage within four (4) to six (6) feet of primary electrical lines.
10. When pruning cuts are made to a side limb, the remaining limb shall possess a basal thickness of at least one third the diameter of the cut. Such cuts shall be considered proper only when the remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut within a reasonable amount of time.
11. All final pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Flush cuts shall be made and the branch collar shall not be removed.
12. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
13. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on the tree. All significant pest, disease or structural weakness or defects observed by the Contractor while performing this work shall be promptly reported to the City.
14. All pruning tools and saws used for tree pruning shall be kept sharpened at all times to result in final cut with a nonabrasive wood surface and secure bark. All trees six (6) inches in diameter (DBH) or less shall be pruned with hand tools only. Chain saws will not be permitted on any trees with six (6) inches or less (DBH).
15. Whenever pruning cuts are made, while removing limbs too large to hold securely in one hand during the curing operation, the limb shall be cut off first, one (1) to two (2) feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent the tearing of bark and wood.
16. Live, healthy limbs with a diameter of three (3) inches or greater shall not be removed without prior approval from the Public Works Superintendent.
17. No more than twenty (20) percent of live wood may be removed from the crown of any tree. The exception to this is Live Oaks, which are limited to no more than ten (10) percent.
18. Any extraneous metal, wire, rubber or other material interfering with the natural growth of the tree shall be removed.
19. The use of climbing spurs or spike shoes is strictly prohibited except in the case of aerial rescue.
20. All pruning shall be performed in such a manner as to encourage and promote the natural growth and shape of the tree species. The Contractor shall not perform any of the following procedures:

- The severe cutting back of growing tips including topping, dehorning, heading back, pollarding, hat racking.
- Flush cutting where a cut is made even with the surface with the trunk or limb, removing the branch collar and branch bark ridge.
- Stub cutting where branch removal results in the base of the branch removed protruding more than approximately one-quarter inch beyond the zone of the branch collar and branch bark ridge.
- Removal of all the inner branches and foliage also know as lion tailing.

C. Removals

Removals of trees shall be completed in the safest and most efficient manner possible while providing minimal inconvenience to the resident. Removals shall include the total removal of all brush, surface roots, and stumps.

Stumps may be removed in whole by digging out each individual stump or by grinding the stump to a minimum of twelve (12) inches below the top of the curb. In each instance, the areas shall be backfilled and graded to conform to the surrounding area. Whenever a tree is removed, the Contractor is responsible for notifying Dig Alert at 1 (800) 227-2600, two (2) days before digging. Stumps must be removed within two (2) days of the date that the tree is removed.

D. Disposal of Tree Branches, Brush, and Stumps

All tree branches, brush, and stumps produced as a result of the Contractor's operations shall be reduced, reused, recycled, and/or transformed whenever possible.

1. Reducing will include, but not limited to, chipping, grinding, and/or shredding. Disposal at a landfill is acceptable only if the material is accepted by the landfill for use as alternate daily cover.
2. Reusing shall include, but not limited to, using chipped, ground, and/or shredded tree materials as mulch.
3. Recycling shall include, but not limited to, chipped, ground, or shredded tree material used to produce compost utilizing either a low or high technology.
4. Transformation will include, but not limited to, burning green waste, such as tree wood chips, for the purpose of producing energy.

Worksites shall be cleaned on a daily basis with no limbs, brush or debris left overnight.

SECTION XII

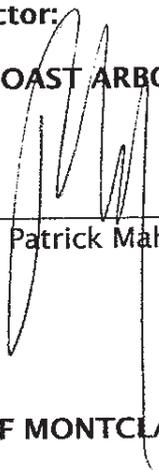
MISCELLANEOUS PROVISIONS

- A. **Assignment.** No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by the CONTRACTOR without the written consent of the CITY.
- B. **Independent Contractor.** The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement, and shall not be construed for any purpose whatsoever to be employees of the CITY.
- C. **Compliance With Laws.** The CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
- D. **Discrimination.** The CONTRACTOR 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. In this connection, the CONTRACTOR agrees to comply with all County, State, and Federal laws relating to equal employment opportunity rights.
- E. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. **Attorneys' Fees.** In the event that any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount to be determined by the Court to be reasonable.
- G. **Entire Agreement.** This Agreement supersedes any and all other agreements either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any other party that is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth hereinabove.

Contractor:

WEST COAST ARBORISTS



Patrick Mahoney, President

6-29-2010

Date

City:

CITY OF MONTCLAIR

Paul M. Eaton
Mayor

Date

ATTEST:

Donna M. Jackson
City Clerk

Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 10-71 WITH CALIFORNIA
LANDSCAPE AND DESIGN, INC., FOR
MAINTENANCE SERVICES AT THE
MONTCLAIR SKATE PARK

DATE: July 6, 2010
SECTION: AGREEMENTS
ITEM NO.: 3
FILE I.D.: PRK370
DEPT.: PUBLIC WORKS

**BUSINESS
PLAN:** N/A

REASON FOR CONSIDERATION: Agreement No. 09-42 with California Landscape and Design, Inc., for Montclair Skate Park maintenance services expires on June 30, 2010. The City Council is requested to consider approval of Agreement No. 10-71 with California Landscape and Design, Inc., to continue maintenance services at the skate park. Proposed Agreement No. 10-71 is attached for review and consideration by the Council.

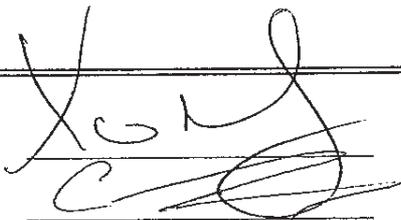
BACKGROUND: At its meeting of December 19, 2005, the City Council approved Agreement No. 05-158 with California Landscape and Design, Inc., for maintenance of the Montclair Skate Park. The Agreement was for an 18-month period and could be renewed annually up to five years with the consent of both the City and California Landscape and Design, Inc. The fourth renewal year of Agreement No. 05-158 begins in Fiscal Year 2010-11.

California Landscape and Design, Inc., constructed the Montclair Skate Park and was the only vendor to submit a proposal when Requests for Proposals for skate park maintenance services were advertised in November 2005. California Landscape and Design, Inc., has provided dependable service since the skate park was opened and has been responsive to the City's maintenance requirements. In consideration of the City's ongoing financial challenges, California Landscape and Design, Inc., is not requesting a rate increase for Fiscal Year 2010-11.

FISCAL IMPACT: The cost to provide maintenance services during Fiscal Year 2010-11 is \$41,400. Funds for this purpose are included in the Public Works Fiscal Year 2010-11 Parks Division Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-71 with California Landscape and Design, Inc., for maintenance services at the Montclair Skate Park.

Prepared by:

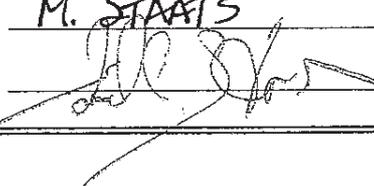


Reviewed and
Approved by:

M. STAATS

Proofed by:

Presented by:



**AN AGREEMENT BY AND BETWEEN THE CITY
OF MONTCLAIR AND CALIFORNIA LANDSCAPE
AND DESIGN, INC., FOR MAINTENANCE OF THE
MONTCLAIR SKATE PARK**

THIS AGREEMENT made and entered into this 1st day of July, 2010, by and between the **City of Montclair**, a Municipal Corporation, County of San Bernardino, State of California, hereinafter referred to as "**CITY**"; and **California Landscape and Design, Inc.**, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

SECTION I

The **CONTRACTOR**, in consideration of the promises of the **CITY** hereinafter set forth, hereby agrees to furnish all tools, equipment, materials, labor, and transportation necessary to perform and complete the terms of this Agreement and to faithfully perform and maintain in a good and workmanlike manner the maintenance services on the area as set forth and listed in this Agreement.

SECTION II

This Agreement is for a period of one (1) year from the date herein above set forth and can be renewed annually up to four (4) years with the consent of the **CITY** and the **CONTRACTOR**, subject to the right of either party to cancel without cause by giving a minimum of thirty (30) days' written notice to the other of such cancellation.

SECTION III

All of the work and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner for the total monthly sum of \$3,450, with payments to be made on the 15th day of each and every calendar month during the term of this agreement, which will be paid the **CONTRACTOR** for all work and services to be performed pursuant to this Agreement. **CONTRACTOR** shall pay prevailing wages in accordance with the laws of the State of California.

Payment of additional services requested, in writing, by **CITY** and not included in the scope of services as set forth in the Agreement, shall be performed by the **CONTRACTOR** at the rate of \$20.00 per hour. This hourly rate is negotiable annually and shall include labor, equipment, overhead, and profit. Any and all work done under this Section of this Agreement will be with prior written approval from the **CITY**. If prior written approval is not obtained by the **CITY**, no payment will be approved. Charges for additional services shall be invoiced on a monthly basis and shall be paid by the **CITY** within a reasonable time after said invoices are received by the **CITY**.

SECTION IV

The **CONTRACTOR** shall defend, indemnify, and save harmless the **CITY**, its elected and appointed officials, officers, agents, and employees from all liability from

loss, damage, or injury to persons or property, including the payment by the CONTRACTOR of any and all legal costs and attorney's fees, in any manner arising out of any negligent or intentional or willful acts or omissions of the CONTRACTOR or any of its agents, servants, employees, or licensees in the performance of this Agreement including, but not limited to, all consequential damages to the maximum extent permitted by law.

SECTION V

The CONTRACTOR shall furnish a Certificate of Deposit as surety in the amount equal to one (1) month's maintenance cost in the name of the City of Montclair with all interest payments to the CONTRACTOR. The certificate shall remain in force for the term of this Agreement. If the CONTRACTOR requests a price increase as outlined in Section III, the CONTRACTOR must furnish a Certificate of Deposit with the new amount in the name of the City of Montclair with interest payments to the CONTRACTOR. The Certificate of Deposit must be on file with the CITY before the CONTRACTOR will be permitted to begin his maintenance operations.

SECTION VI

The CONTRACTOR shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to the CITY nor shall the CONTRACTOR allow any employee to commence work on the maintenance services subject to this Agreement until all insurance required has been obtained. The CONTRACTOR shall take out and maintain, at all times during the term of this Agreement, the policies of insurance as set forth hereinafter.

SECTION VII

Workers' Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish the CITY a Certificate of Insurance as proof that it has taken out full Workers' Compensation Insurance for all persons whom it may employ directly or through subcontractors in carrying out the work specified herein in accordance with the State of California.

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

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

SECTION VIII

Throughout the term of this Agreement, at the CONTRACTOR'S sole cost and expense, the CONTRACTOR shall keep, or cause to be kept, in full force and effect for

the mutual benefit of the CITY and the CONTRACTOR comprehensive, broad form, general public liability, and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from the CONTRACTOR'S activities, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person and Three Million Dollars (\$3,000,000) for any one accident or occurrence and at least One Million Dollars (\$1,000,000) for property damage.

SECTION IX

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 and policies required under Section VIII shall name, as additional insured, the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured, and all subcontractors waive the right of subrogation against the CITY, its elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by the CITY; and (3) they cannot be canceled or materially changed except after (30) days' written notice by the insurer to the CITY by certified mail. The CONTRACTOR shall furnish the CITY with copies of all such policies promptly upon receipt of them or with a certificate evidencing the insurance. The CONTRACTOR may effect for its own account insurance not required under this Agreement.

SECTION X

The CONTRACTOR shall, before any work begins, obtain and maintain the following: City of Montclair Business license and a State of California Contractor's License (C27).

SECTION XI

The Public Works Superintendent, or his designated representative, shall be the judge of all work performed and shall approve all material provided by the CONTRACTOR before it is used. If the work is not satisfactory, the Public Works Superintendent or his designated representative may suspend the Agreement for any period of time or terminate the Agreement as set forth herein. No sums shall be due or payable to the CONTRACTOR for or during any time of such suspension or after termination.

It is further agreed that in the event the CONTRACTOR fails to furnish tools, equipment, materials, labor, or transportation in the necessary quantity or quality, or fails to prosecute the work or any part thereof, the Public Works Superintendent or his designated representative shall so certify to the City Manager of the CITY, and if thereafter the CONTRACTOR, for a period of ten (10) days after receipt of a written demand from the Public Works Superintendent or his designated representative, fails to furnish tools, equipment, materials, labor, or transportation in the necessary quantity or quality and to prosecute said work and all parts thereof in a diligent and workmanlike manner or after commencing to do so within said ten (10) days fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises or any portion thereof, together with all materials and equipment thereon, and may

complete the work contemplated by this Agreement or any portion of said work either by furnishing the tools, equipment, materials, labor or transportation necessary therefor, or by letting the unfinished portion of said work or the portion taken over by the CITY be a charge against the CONTRACTOR and may be deducted from any money due or becoming due to the CONTRACTOR for the CITY, or the CONTRACTOR may be compelled to pay the CITY the amount of said charge or the portion thereof unsatisfied. As used herein, the term "premises" shall include the area as set forth in SECTION XII hereof.

SECTION XII

SPECIFIC

The Montclair Skate Park is located at 5201 Benito Street, Montclair California, 91763. The skate park is approximately 18,000 square feet in size. The maintenance area includes all signs, concrete surfaces, wrought-iron fence, and block wall in and around the Skate Park as well as the concrete, trash receptacle, bike rack, and two benches outside the south entrance to the Skate Park.

A. Opening and Closing

1. The skate park is open to the public 365 day per year. The skate park is to be opened at 8:00 a.m. every day and closed at 10:00 p.m. every night. If the skate park cannot be opened because of inclement weather or damage, the CONTRACTOR shall place a sign stating, 'Closed due to Weather' or 'Closed for Repairs' (both supplied by the CITY), at the entrance to the skate park and shall notify the Public Works Superintendent or his designee as soon as possible.
2. If the CITY should determine to open or close the skate park in order to perform any repairs by City staff, the CITY will then either open and/or close the skate park and notify the CONTRACTOR as soon as possible. Should repairs be necessary, the CITY shall place a sign stating, 'Closed for Repairs,' at the entrance to the skate park.

B. Daily Safety Inspection

1. Each morning before the skate park is opened to the public, the CONTRACTOR shall perform a safety inspection of the site. The inspection shall include checking the concrete surfaces for liquid spills, chips, spalling, etc., and the metal coping and handrails for any hazardous defects. If the CONTRACTOR discovers defects that would cause a safety hazard to patrons, the skate park should not be opened until the hazard is repaired. If the skate park cannot be opened for these reasons, the CONTRACTOR shall notify the Public Works Superintendent or his designee as soon as possible.

C. Site Cleanup

1. Before the skate park is opened each day, the CONTRACTOR shall pick up and dispose of all debris and clean any gum, liquid spills, dirt, or other foreign materials from the concrete surfaces.
2. The CONTRACTOR shall pressure wash all concrete surfaces each Monday before opening the skate park to the public.

D. Graffiti Removal

1. Before opening the skate park each day, the CONTRACTOR shall remove any graffiti (including self-adhesive stickers) from the concrete surfaces, signs, light poles, trash receptacles, park benches, wrought-iron fence, and block wall. In removing graffiti, the CONTRACTOR shall use chemicals and methods that will not cause damage to any of the surfaces from which the graffiti is being removed.

E. Block Wall

1. The Contractor shall paint the block wall on the west and south sides of the skate park annually at a time mutually agreed upon by the CITY and the CONTRACTOR.
2. The CITY shall be responsible for any structural repairs to the block wall.

F. Wrought-Iron Fence

1. The Contractor shall paint the wrought-iron fence on the west, north, east, and south sides of the skate park annually at a time mutually agreed upon by the CITY and the CONTRACTOR.
2. The CITY shall be responsible for any structural repairs to the wrought-iron fence.

G. Spine

1. The CONTRACTOR shall be responsible for painting the spine red twice each year at a time mutually agreed upon by the CITY and the CONTRACTOR.

H. Concrete Repair

1. The CONTRACTOR shall repair, as part of this Agreement, all chips and spalls in the concrete surfaces that present a hazard to patrons of the skate park.

I. Metal

1. The CONTRACTOR shall repair, as part of this agreement, all chips, gouges, cracks, and bending in the metal surfaces on the railing, box edges, and coping that present a hazard to patrons of the skate park.

J. Management and Supervision

1. The site defined by this Agreement shall be closely inspected by the CONTRACTOR'S Maintenance Superintendent to ensure proper work procedures are followed.
2. Monthly maintenance reports by CONTRACTOR'S Maintenance Superintendent shall be submitted for CITY'S information.

SECTION XIII

MISCELLANEOUS PROVISIONS

- A. **Assignment.** No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by the CONTRACTOR without the written consent of the CITY.
- B. **Independent Contractor.** The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose whatsoever to be employees of the CITY.
- C. **Compliance With Laws.** The CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
- D. **Discrimination.** The CONTRACTOR 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. In this connection, the CONTRACTOR agrees to comply with all County, State, and Federal laws related to equal employment opportunity rights.
- E. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. **Attorney's Fees.** In the event that any legal proceeding is instituted to enforce any term or provisions of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount to be determined by the court to be reasonable.
- G. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any other party that is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth hereinabove.

Contractor:

CALIFORNIA LANDSCAPE AND DESIGN, INC.

Michael Rodriguez Dept. Manager 6/29/10
(Name, Title) Date

City:

CITY OF MONTCLAIR

Paul M. Eaton
Mayor Date

ATTEST:

Donna M. Jackson
City Clerk Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO 10-72, THE SECOND AMENDMENT TO AGREEMENT NO. 07-122, AND AGREEMENT NO. 07-123, A FUNDING AND ADMINISTRATIVE SERVICES AGREEMENT AND TRUST AGREEMENT BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND NEIGHBORHOOD PARTNERSHIP HOUSING SERVICES	DATE: July 6, 2010 SECTION: AGREEMENTS ITEM NO.: 4 FILE I.D.: NPM200 DEPT.: REDEVELOPMENT
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BUSINESS PLAN: N/A

REASON FOR CONSIDERATION: The Funding and Administrative Services Agreement and Trust Agreement between the City of Montclair Redevelopment Agency and Neighborhood Partnership Housing Services (NPHS) expired on June 30, 2010. Redevelopment Agency and NPHS staffs are requesting the Redevelopment Agency Board of Directors consider amending the Agreements to extend the term and make some minor modifications to the Safe Homes for Seniors Grant Program. Proposed Agreement No. 10-72 is included in the agenda packet for consideration and Agreement Nos. 07-122 and 07-123 and the First Amendment, Agreement No. 09-54, are included in the agenda packet for reference.

BACKGROUND: The Redevelopment Agency Board of Directors approved Agreement Nos. 07-122 and 07-123 related to funding, administrative, and a trust services between the Redevelopment Agency and NPHS on November 5, 2007. On July 6, 2009, Agreement No. 09-54, the First Amendment to the funding, administrative, and trust services was approved by the Redevelopment Agency Board of Directors. The Agreements detail the services to be provided by NPHS related to administration of a rehabilitation loan program for single-family homeowners, including the owners of mobile home, and the administration of a grant program for minor repairs to the homes of senior residents. The Agreements also document the fee amounts paid by the Agency to NPHS to administer the Programs and establish how bank accounts between the Redevelopment Agency and NPHS must be established and maintained. During the 2009-10 fiscal year, NPHS completed two rehabilitation loans and 14 Safe Homes for Seniors Grants with five additional grants in progress.

The Rehabilitation Loan Program administered by NPHS provides low-interest-rate or deferred loans to income-qualifying homeowners desiring to make eligible home improvements. Loan amounts can be provided up to \$35,000. NPHS charges the Redevelopment Agency a fee for each loan made consisting of 15 percent of the loan amount not to exceed \$5,000. NPHS also administers the Safe Homes for Seniors Grant Program on behalf of the Redevelopment Agency. This Program currently provides income-qualifying

Prepared by: <u>M. STAATS</u>	Reviewed and Approved by: <u>M. STAATS</u>
Proofed by: <u>[Signature]</u>	Presented by: <u>[Signature]</u>

seniors (aged 65 and up) with a \$1,500 grant for minor home repairs. NPHS charges the Redevelopment Agency an administrative fee of \$300 per grant.

NPHS and Redevelopment Agency staffs have discussed the status of the loan and grant programs. In administration of the programs, NPHS has noted current economic conditions have created reluctance among residents to obtain loans to improve their properties. Residents prefer not to accrue additional debt. However, there are a larger number of senior residents requesting assistance through the Safe Homes for Seniors Grant Program. In addition, the issue of allowing physically disabled persons, not meeting the age requirement of the program, to apply for the Safe for Homes for Seniors Grant Program was raised by NPHS. The issue was discussed by the City Council Real Estate Committee and recommended for inclusion in the program.

Based on discussion regarding the programs, Redevelopment Agency and NPHS staff, with the consent of the City Council Real Estate Committee, are requesting the Redevelopment Agency Board of Directors amend Agreement Nos. 07-122, 07-123, and 09-54 to extend the term and make some minor modifications to the Safe Homes for Seniors Grant Program. Proposed Agreement No. 10-72 would make the requested minor modification to the Grant Program and extend the term of the Agreements. Agreement No. 10-72 includes the following elements:

- Proposed Agreement No. 10-72 would authorize the participation of income-qualifying persons with physical disabilities to those eligible for the Safe Homes for Seniors Program. The definition of physical disability is determined by Section 12926(k) of the California Government Code.
- Proposed Agreement No. 10-72 would amend the terms of Agreement Nos. 07-122, 07-123, and 09-54. The term of the Funding and Administrative Agreement, the Trust Agreement, and the First Amendment would be extended one year to June 30, 2011.
- With the exception of the stated changes recommended in the Second Amendment, all terms of the Agreement No. 07-122, Agreement No. 07-123, and Agreement No. 09-54 would remain in full force and effect.

FISCAL IMPACT: Implementation of Agreement No. 10-72 is not anticipated to increase the cost of the Safe Homes for Seniors Program. The Redevelopment Agency has budgeted funds for up to 50 Safe Homes for Seniors grants. Nineteen grants will be completed or underway in Fiscal Year 2009-10.

The Redevelopment Agency Fiscal Year 2010-11 Budget contains \$75,000 for Safe Home for Seniors grants and \$270,000 for the Rehabilitation Loan Program. Funds related to the administrative fees of these programs have also been included in the Budget document.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors approve Agreement No. 10-72, the Second Amendment to Agreement No. 07-122, and Agreement No. 07-123, a Funding and Administrative Services Agreement and Trust Agreement by and between the City of Montclair Redevelopment Agency and Neighborhood Partnership Housing Services.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-73 WITH LIEBERT CASSIDY WHITMORE FOR PARTICIPATION IN THE EAST INLAND EMPIRE EMPLOYMENT RELATIONS CONSORTIUM	DATE: July 6, 2010 SECTION: AGREEMENTS ITEM NO.: 5 FILE I.D.: PER250 DEPT.: ADMIN. SVCS.
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City's current Agreement with Liebert Cassidy Whitmore for participation in the East Inland Empire Employment Relations Consortium (ERC) is scheduled for renewal on July 1, 2010.

BACKGROUND: For the past 22 years, the City of Montclair has participated in the Liebert Cassidy Whitmore ERC. The City's participation entitles elected officials and employees to receive five one-day group training sessions, unlimited free telephone consultations with the law firm's attorneys, and a monthly employment-relations newsletter. Participating agencies may also receive specialized training for an added cost. This Agreement is due for renewal for the period July 1, 2010, through June 30, 2011.

FISCAL IMPACT: The annual fee for participation in the Consortium is \$2,407. Funds to cover the cost of the training sessions and consulting service are included in the Fiscal Year 2010-11 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-73 with Liebert Cassidy Whitmore for participation in the East Inland Empire Employment Relations Consortium.

Prepared by:

Gary E. Charlt

Reviewed and
Approved by:

[Signature]

Proofed by:

Kathy Dalton

Presented by:

[Signature]

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the CITY OF MONTCLAIR, A Municipal Corporation hereinafter referred to as "City," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS City has the need to secure expert training and consulting services to assist City in its relations and negotiations with its employee organizations; and

WHEREAS City has determined that no less than fourteen (14) public agencies in the East Inland Empire area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the City and is willing to perform such services;

NOW, THEREFORE, City and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2010, Attorney will provide the following services to City (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by City and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for City to consult by telephone.
3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to City for a fee of Two Thousand Four Hundred Seven Dollars (\$2,407.00) payable in one payment prior to August 1, 2010. ~~The fee, if paid after August 1, 2010 will be \$2,507.00.~~

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by City, make itself available to City to provide representational, litigation, and other employment relations services. The City will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the City.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00) per hour for attorney staff and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2010. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than fourteen (14) local City employers entering into a substantially identical Agreement with Attorney on or about July 1, 2010.

Dated: 6/11/10

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By 

Dated: _____

CITY OF MONTCLAIR
A Municipal Corporation

By _____
Paul M. Eaton, Mayor

Dated: _____

By _____
Donna M. Jackson, City Clerk

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 10-76 WITH THE OFFICE OF THE
STATE CONTROLLER, DIVISION OF
AUDITS, FOR ANNUAL STREET REPORT
PREPARATION SERVICES

DATE: July 6, 2010

SECTION: AGREEMENTS

ITEM NO.: 6

FILE I.D.: LIT010

BUSINESS

PLAN: N/A

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Pursuant to the City of Montclair's Purchasing Manual, professional service contracts shall be presented to the City Council and executed by the Mayor.

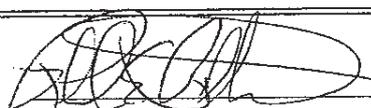
BACKGROUND: Local agencies are required to file an Annual Report of Financial Transactions Concerning Streets and Roads in accordance with California Streets and Highways Code Section 2151. Contracting with the Office of the State Controller, Division of Audits, for street report preparation services provides the City with expertise in the reporting process, thereby ensuring the highest compliance possible. In addition, because the Office of the State Controller is involved in the preparation of the report, the probability of allocating staff resources to respond to an audit is significantly reduced.

The Office of the State Controller, Division of Audits, routinely prepares audit reports for California cities. The City's audit firm, Lance, Soll & Lunghard LLP, does not offer this service and refers all client cities to the Office of the State Controller. The City has been contracting with the Office of the State Controller, Division of Audits, for annual street report preparation services since September 1999; and staff has been satisfied with the service.

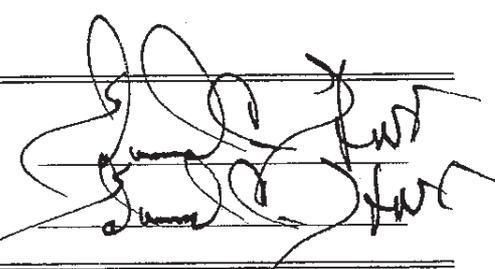
During Fiscal Year 2009-10, the City entered into Agreement No. 09-61 with the Office of the State Controller, Division of Audits. Agreement No. 09-61 authorized the Office of the State Controller, Division of Audits, to prepare the City's Fiscal Year 2008-09 Annual Street Report. The total cost for this service was \$1,250.

Proposed Agreement No. 10-76 renews the agreement with the Office of the State Controller, Division of Audits, to prepare the City's Fiscal Year 2009-10 Annual Street Report. The proposed Agreement would be in effect until terminated by either party, and either party can terminate the proposed Agreement with seven days' written notice. The Office of the State Controller, Division of Audits, uses a standard contract for all cities—big and small; therefore, proposed Agreement No. 10-76 includes a "not to exceed" provision of \$2,000. However, the cost to the City is not expected to exceed \$1,300. Furthermore, the fee can be paid with Gas Tax funds.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Kathy Dalton

Presented by:

FISCAL IMPACT: Approval of Agreement No. 10-76 would authorize the Office of the State Controller, Division of Audits, to perform Annual Street Report preparation services for an amount not to exceed \$2,000. Actual costs are expected to be less than \$1,300.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-76 with the Office of the State Controller, Division of Audits, for Annual Street Report preparation services.



JOHN CHIANG
California State Controller

**CONTRACT FOR SERVICES TO PREPARE
THE ANNUAL STREET REPORT**

This contract is executed in triplicate, between the Office of the State Controller, Division of Audits, and the City of Montclair.

Whereas Section 2151 of the California *Streets and Highways Code* requires the cities to file an Annual Street Report;

Whereas Section 2151 of the California *Streets and Highways Code* requires this Report to be filed with the Controller on or before October 1 of each year; and

Whereas the Controller is able to furnish and the city wishes to receive the services of the Controller to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2010, the Controller shall assist in the preparation of the city's report.
- II. The report shall be in the form prescribed by the Controller.
- III. The report shall include a statement of all revenues and expenditures concerning city streets, and shall be prepared from the city's records made available to the Controller.
- IV. The report will be prepared from the city's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein. The city understands that the report is subject to subsequent review by the Controller and exceptions may be taken at the time regarding the legality of expenditures contained in the report or the accuracy of the records from which the report was prepared.
- V. The Controller will furnish sufficient personnel to complete the report on or before October 1, 2009, except that the Controller is excused from such date if the city's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the Controller and the city or if circumstances beyond the control of the parties prevent completion.
- VI. The city will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.
- VII. The city will establish and monitor the performance of the non-audit service to ensure that it meets management's objectives.

- VIII. The city will make any decision that involves management functions related to the non-audit service and accepts full responsibility for such decisions.
- IX. The city will evaluate the adequacy of the services performed and any findings that result.
- X. This contract is subject to the Controller's charges for services rendered, and such charges shall be computed in accordance with Sections 8755 and 8755.1 of the *State Administrative Manual*. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XI. Except as provided in paragraph XII, the aggregate cost of services provided under this agreement shall not exceed \$2000.
- XII. If unforeseen circumstances develop during the course of the Controller's preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the Controller is to be compensated for any additional time required. In any case, the Controller shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XIII. Upon completion of the report, the Controller will furnish one copy to the city and will retain one copy.
- XIV. The city will pay the Controller for services rendered in a timely manner (including additional time pursuant to paragraph XII) and hereby warrants that funds are available from which payment may be made.
- XV. Either party may terminate this contract by giving seven days written notice. Notice may be served in person or by mail on the officer at the following address and is effective upon receipt. During the seven-day period, the Controller may continue with the preparation of the report then in progress.

Steven Mar, Chief
 Local Government Audits Bureau
 Division of Audits
 Post Office Box 942850
 Sacramento, CA 94250-5874

City of Montclair

JOHN CHIANG
 STATE CONTROLLER

By: _____
 Paul M. Eaton

By: _____
 JEFFREY V. BROWNFIELD
 Chief, Division of Audits

Address: 5111 Benito Street
Montclair CA 91763

Title: Mayor

Date: _____

Date: _____

 Donna M. Jackson

Title: City Clerk

Date: _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-78-I-86, AN IRREVOCABLE ANNEXATION AGREEMENT WITH THE DON J. PORTER AND ROBBIE R. PORTER FAMILY TRUST FOR 3929 GRAND AVENUE (APN 1013-021-03)	DATE: July 6, 2010 SECTION: AGREEMENTS ITEM NO.: 7 FILE I.D.: SEW080 DEPT.: COMMUNITY DEV.
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: Irrevocable Annexation Agreements are subject to City Council review and approval.

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

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

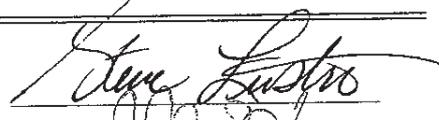
FISCAL IMPACT: There would be no fiscal impact as a result of execution of the Irrevocable Annexation Agreement.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-78-I-86, an Irrevocable Annexation Agreement with The Don J. Porter and Robbie R. Porter Family Trust for the property at 3929 Grand Avenue.

Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:



AGREEMENT NO. 10-78-I-86

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

(The Don J. Porter and Robbie R. Porter Family Trust, 3929 Grand Avenue)

This agreement is entered into this 6th day of July, 2010, between The Don J. Porter and Robbie R. Porter Family Trust, hereinafter referred to as "Owner," and the City of Montclair, hereinafter referred to as "City."

WHEREAS, Owner is the legal property owner of the real property located at 3929 Grand Avenue, also referenced as San Bernardino County Tax Assessor Parcel No. (APN) 1013-021-03, shown as Exhibit "A" attached, and is further described as follows:

Parcel 1

The north 150 feet of the west 4 feet of the east 5.3 acres of the west 10.3 acres of Government Lot 1, Fractional Section 33, Township 1 South, Range 8 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to United States Government Township Plat thereof.

Parcel 2

The north 150 feet of the east 62 feet of the west 5 acres of Government Lot 1 in Fractional Section 33, Township 1 South, Range 8 West, San Bernardino Base and Meridian, in the County of San Bernardino, State of California, according to United States Government Township Plat thereof.

WHEREAS, the subject property is a 8,161 square-foot (.19 acres) lot on the south side of Grand Avenue between East End and Pipeline Avenues, within the unincorporated San Bernardino County area that is a part of the Sphere of Influence of the City of Montclair; and

WHEREAS, the subject property is developed with a single-family home constructed in 1925; and

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

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

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

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

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

NOW THEREFORE, the parties do agree as follows:

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

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

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

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

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

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

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

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

EXECUTED THIS 6TH DAY OF JULY, 2010.

Owner: Anita L. Sornborger, co-trustee for The Don J. Porter and Robbie R. Porter Family Trust

Anita L. Sornborger

Linda C. Binder, co-trustee for The Don J. Porter and Robbie R. Porter Family Trust

Linda C. Binder

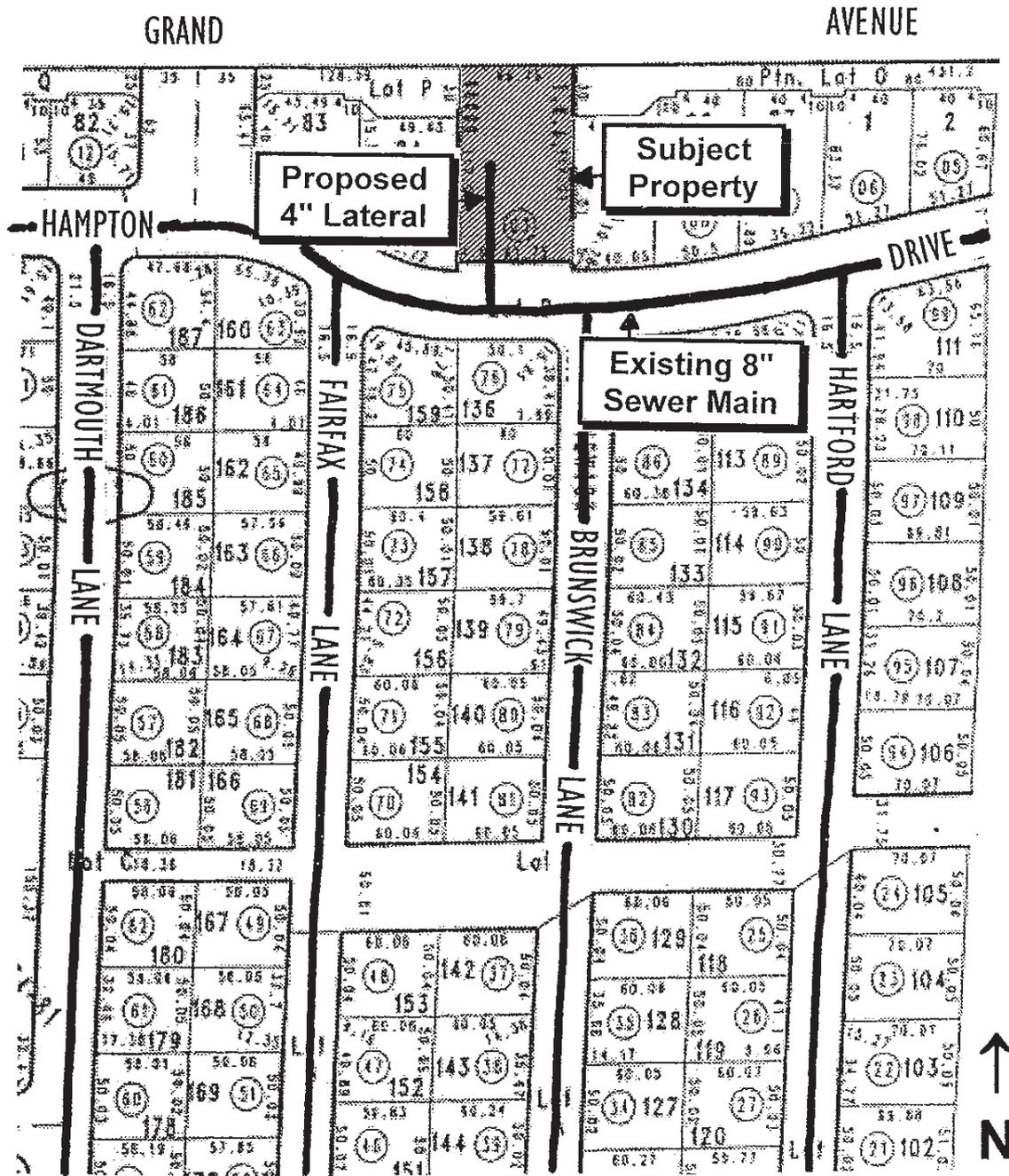
City: The Mayor and City Clerk of the City of Montclair have been authorized to execute this agreement on behalf of the City of Montclair at a regularly scheduled meeting of the City Council on July 6, 2010.

Mayor of the City of Montclair

City Clerk of the City of Montclair

EXHIBIT "A"

VICINITY MAP / UTILITY PLAN Annexation Agreement No. 10-78-I-86 The Don J. Porter and Robbie R. Porter Family Trust, 3929 Grand Avenue



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-79 WITH FIRST 5, THE CHILDREN AND FAMILIES COMMISSION FOR SAN BERNARDINO COUNTY, TO CONTINUE CASE MANAGEMENT AND MENTAL HEALTH SERVICES FOR CHILDREN AGES 0 TO 5

DATE: July 6, 2010

SECTION: AGREEMENTS

ITEM NO.: 8

FILE I.D.: HSV047

CONSIDER APPROVAL OF AGREEMENT NO. 10-80 WITH BILINGUAL FAMILY COUNSELING SERVICES TO PROVIDE CASE MANAGEMENT AND MENTAL HEALTH SERVICES

DEPT.: COMMUNITY DEV.

BUSINESS

PLAN: N/A

REASON FOR CONSIDERATION: First 5, The Children and Families Commission for San Bernardino County, is requesting the City Council consider renewing and expanding its case management and mental health services programs for Montclair children. Agreement Nos. 10-79 and 10-80 are attached for the Council's review and consideration to continue these important and worthwhile programs for children in the community.

BACKGROUND: The Montclair Community Collaborative (MCC) was organized in 1996 to collectively strengthen the community. The mission of MCC is "to guarantee a progressive quality community for all by working together as diverse, committed individuals and organizations." As a result of the ongoing strategic planning process, the MCC identifies resources and develops services for children, youth, and adults.

Pursuant to the goals and objectives established by MCC, staff was successful in the renewal of a three-year First 5 of San Bernardino County competitive grant in the amount of \$385,836. First 5 was formed as a result of the passage of Proposition 10, which created an additional tobacco tax to fund health and related services for children ages 0 to 5 and their families. Agreement No. 10-79 represents the first year of a three-year grant award that will fund children's mental health-related services in the Montclair community.

Agreement No. 10-80 would allocate grant funding to Bilingual Family Counseling Services, a partner agency, for the following children's mental health-related services in the Montclair community:

- Case management funding has been expanded to cover at least 275 at-risk children ages 0 to 5 and their families.

Prepared by:

M. Richter

Reviewed and Approved by:

Steve Lando

Proofed by:

Christine Smedley

Presented by:

[Signature]

- Short-term service need referrals have been expanded for 500 parents.
- Mental health support and counseling services for children ages 0 to 5 and their families.
- Fiscal and data management and reporting to meet First 5 requirements.

The terms of Agreement Nos. 10-79 and 10-80 are July 1, 2010, through June 30, 2011.

FISCAL IMPACT: Agreement No. 10-79 would provide grant funding in the amount of \$128,916 to pay for subcontracted case management and mental health services. Agreement No. 10-80 would award \$121,720 to Bilingual Family Counseling Services to pay for subcontracted case management and mental health services.

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

1. Approve Agreement No. 10-79 with First 5, The Children and Families Commission for San Bernardino County, to continue case management and mental health services for children ages 0 to 5.
2. Approve Agreement No. 10-80 with Bilingual Family Counseling Services to provide case management and mental health services.

**CHILDREN
AND FAMILIES
COMMISSION
FOR
SAN BERNARDINO COUNTY
STANDARD CONTRACT**

FOR COMMISSION USE ONLY						
<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept. 903	A	Contract Number FS011
<input type="checkbox"/> Change						
<input type="checkbox"/> Cancel						
Organization Children and Families Commission			Dept. 903	Orgn. PROG	Contractor's License No.	
Commission Representative Cindy Faulkner, Operations Manager			Telephone 909-386-7706		Total Contract Amount \$385,836	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code 95200		Contract Start Date July 1, 2010		Contract End Date June 30, 2013		Amendment Amount
Fund RRC	Dept. 903	Organization PROG	Appr. 300	Obj/Rev Source 3357	GRC/PROJ/JOB No. FSRCMY11	Amount \$385,836
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Abbreviated Use Montclair Community Collaborative Resource Center			FY	Estimated Payment Amount	Total by Fiscal Year FY Amount I/D	
			10-11	128,612		
			11-12	128,612		
			12-13	128,612		

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

Legal Name (hereinafter called the Contractor)

City of Montclair

Department/Division

Human Services Division

Address

5111 Benito Street

Montclair, CA 91763

Phone

(909) 625-9453

Federal ID No.

Program Address (if different from legal address):

10200 Lehigh Avenue

Montclair, CA 91763

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Commission has been authorized by the State of California under Section 130100 -130155 of the Health and Safety Code and Section 30131.2 of the Revenue and Taxation Code, in accordance with the Children and Families Act of 1998, to promote, support and improve the early development of children prenatal through age five, and

WHEREAS, the Commission has been authorized by these cited references and by County of San Bernardino Code under Sections 12.291 – 12.297 to contract with organizations for services to children prenatal through age five and their families in San Bernardino County, and

WHEREAS, the Commission desires that such services be provided by Contractor and Contractor agrees to provide the services as set forth in this Contract,

NOW THEREFORE, in accordance with the conditions stated herein, the Commission and Contractor mutually agree to the following terms and conditions:

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I. DEFINITIONS

Accessibility: Ease of obtaining services, measured by addressing geographical, travel and other barriers.

Best Practice: A technique or methodology that, through experience and research, has proven to reliably lead to a desired result.

Basic Needs: Necessities to meet the food, shelter, and immediate safety needs of a parent and/or child. These resources are meant to address an immediate need.

Capital Expenses: Costs of construction projects, including but not limited to; brick and mortar type projects, demolition, room expansion, carpet installation, air-conditioner or water heater installation/replacement, wheel-chair access ramps, stationary playgrounds or vehicle purchases.

Case Management: A collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's needs. It is characterized by advocacy, communication, and resource management and promotes quality and cost-effective interventions and outcomes. Case management also requires the social worker to develop and maintain a therapeutic relationship with the client, which may include linking the client with systems that provide him or her with needed services, resources and opportunities. Services provided under the rubric of social work case management practice may be located in a single agency or may be spread across numerous agencies and organizations.

Cost Effectiveness: Achieving the desired goal with the minimum of expenditure.

Dental Screening: Exam is a visual assessment of the child's oral health. This inspection is done without instrumentation or the use of x-rays or any other diagnostic equipment. The provider observes and notes the condition of the teeth, surrounding soft tissues, simple jaw relationships and overall oral hygiene.

Dental Treatment: Includes a thorough dental examination with the use of x-rays and proper instruments to diagnose the condition of the teeth and other oral structures. A full scope of treatment may include preventative services, such as cleaning, fluoride application and oral hygiene instruction for parent and/or child, as well as restoration or removal of damaged teeth and proper space maintenance. Complete treatment results in the proper function and comfort of the child's mouth in a developmentally appropriate way. It anticipates the best possible outcome for healthy permanent teeth.

Direct Costs: Costs that can be identified specifically with a particular final cost objective, such as a particular project, service, or other direct activity of an organization.

Evidence Based: Refers to the use of research and scientific studies as a base for determining best practices.

Full Time Equivalent (FTE): A measurement equal to one staff person employed in a full-time work schedule and which is, for purposes relating to this contract, calculated at 2,080 hours in a year. FTEs provide a common unit of measurement for positions budgeted. The number of FTEs is the cumulative value expressed, using the full-time equivalent measurement as a baseline, as a total percentage of time or as a total percentage of funds related to a particular classification.

Indirect Costs: Costs that have been incurred for the benefit of multiple projects or activities and cannot be readily identified with a particular final cost objective. An organization having several major functions may need to accumulate the indirect costs into separate groupings and then allocate proportionally to the benefiting functions by means of a base which best measures the relative degree of benefit. The indirect cost rate would be used to distribute the proportional amount of indirect costs to the individual projects or activities.

Milestone: A key accomplishment or threshold point through which project participants must pass if they are to be successful.

Outcome: The result, which the Commission seeks and to which all performance targets must contribute. Examples include: a community in which no baby has a low birth weight for any preventable reason, etc. Outcomes are specific states or conditions that can be understood to be caused or at least influenced by the achievement of performance targets.

Parenting Education: Education programs for parenting/pregnant participants that improve the knowledge and increase positive parenting skills to improve outcomes for both children and parents. Parenting Education programs should, at a minimum, improve: parent child-attachment, parent-child bonding, frequency of positive parenting skills, and parental ability to implement positive disciplinary skills.

Participant: A person who directly interacts with a Contractor's product and service delivery staff. This interaction is intended to result in a change in participant behavior or condition in line with outcomes and mission. First 5 San Bernardino's primary participant, in accordance with the target population, is children, prenatal through age five.

Participant Support/Incentives: Budget line item category for items purchased to remove barriers or to provide motivation to participants to follow through with the program.

Participant Transportation: Budget line item category for costs involved with transporting participants to needed services and/or appointments.

Perinatal Parent Education Program: Programs that address the concerns and needs of a pregnant woman, her infant child, and the woman's support system. These programs address and affect not only healthy birth outcomes but improved child well being and family stability outcomes as well.

Performance Target: The specific result that a Contractor seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the Contractor. It almost always represents a change in behavior for the participant of a program.

Product: A program or service with specific core features that is offered to a participant. In target planning, a product is described in terms of benefit or value to a participant.

Professional Services/Consultants: Independent contractors hired to perform services not related to providing direct services. Examples include janitorial services, bookkeeping services, speakers, etc.

Program Materials/Supplies: Budget line item category for items directly related to service delivery such as course curriculum, children's books, journals used by participants, child development toys, etc.

Program Work Plan: A plan that includes the Performance Targets and Milestones of a program and serves as a way to manage the program to achieve desired results and measurable outcomes.

Quality Child Care: Child care and early learning programs (including home-based and center-based care) are safe, healthy, nurturing, stimulating, supportive, interactive, culturally appropriate and sensitive to the needs of all children. They promote early education and the development of trusting relationships to support individual children's physical, emotional, social and intellectual development.

Relapse: The process of becoming unable to cope with life in sobriety. The process may lead to renewed alcohol or drug abuse, physical or emotional collapse, or suicide and is marked by predictable and identifiable warning signs that begin long before a return to use or collapse occurs.

Relapse Prevention: Efforts to teach people to recognize and manage warning signs so that they can interrupt the progression to relapse or collapse and return to the process of recovery.

Request for Proposal (RFP): The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.

Research Based: See evidence based: Using research as the basis for determining best practices.

Resource Center: A facility (fixed or mobile) to which children, prenatal through age five, and families access services needed. Two basic program elements must be present at a Resource Center for it to meet the minimal definition: (i) referrals and linkages to critical services and programs, not represented physically at the center, and (ii) case management with a level of intervention appropriate to the family/child's risk, for an appropriate period of time, and including at least some element of long-term follow-up.

Satisfaction Survey: Survey designed to measure the child's, the family's, and/or the referring Department's/Agency's overall satisfaction with the services rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

Special Needs: Children having an identified disability, health, or mental health condition(s) that require early interventions, special education services, or other specialized supports.

Staff Development/Training: Budget line item category for expenses associated with staff training, conferences, retreats, classes, and any other staff development activities.

Staff Mileage/Travel: Budget line item category for employee mileage and travel costs for travel related to the program, based on the current IRS allowable rate.

Subcontractor: Agencies contracted by the Contractor to provide direct services for which they will be responsible for achieving the performance targets for the portion of services they are providing. Contractor shall be responsible for the performance of any subcontractor.

Verification: Establishes that something represented to happen does in fact take place. It is kept as simple as possible and focuses on milestone and performance target accomplishments. The verification tools must be pre-approved by the Commission.

II. CONTRACTOR'S SERVICE RESPONSIBILITIES

A. Contractor shall provide all program services identified in this Contract, including Attachment A – Program Work Plan 2010-2011. Pursuant to Section II, paragraphs D & F, and Section III, paragraph CC, and Section VIII, paragraph D of the Contract, Attachment A will be amended for Fiscal Year 2011-2012 and Fiscal Year 2012-2013 to list the specific quantitative targets for the respective year.

Initial Here

- B. Contractor shall provide services in a manner consistent with the Principles on Equity as adopted by the Commission and as available on the Commission website at www.first5sanbernardino.org.
- C. Contractor shall coordinate with appropriate agencies whenever possible to enhance service provision and to maximize usage of California Children and Families Trust Fund monies available.
- D. Contractor shall deliver performance targets as specified in the Contract and provide evidence of achievement as identified in the verification. The verification tools must be pre-approved by the Commission. When specified by the Commission, verification tools must be developed in collaboration with staff or agencies as designated by Commission.
- E. Contractor shall cooperate with any consultant, technical advisor, or committee as designated by the Commission to support the evaluation system development and implementation process.
- F. Contractor's Program Work Plan (Attachment A) and other program specific data collection information requested by the Commission will be placed in the Commission's web based data system. Contractor is bound by the information contained in the data collection system. If there is a discrepancy between the Contractor's Program Work Plan (Attachment A) and the data collection system, the information in the system will take precedence over the Program Work Plan and will be used to evaluate Contractor's performance under the Contract. It is the responsibility of the Contractor to ensure that the information entered into the data system, as it relates to the Performance Program Work Plan and/or other program specific data collection information requested by the Commission, fully captures the intent of the program/project for the term identified in Section II.

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III. CONTRACTOR'S GENERAL RESPONSIBILITIES

A. Participants

Contractor understands and acknowledges that the services under this Contract are for the purposes of promoting, supporting and improving the early development of children prenatal through age five. As such, services provided under this Contract shall offer a direct benefit to this population. Any service provided beyond this limitation, unless as agreed upon in this Contract, is a breach of contract and an unauthorized expenditure of Children and Families First Act funds. Services to siblings and family members who are not parents or primary caregivers may only be incidental to services provided to children prenatal through age five.

B. Contractor Capacity

In the performance of this Contract, Contractor its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the Commission.

C. Contract Assignability

Without the prior written consent of the Commission, the Contract is not assignable by Contractor either in whole or in part.

D. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, subcontractors, independent contractors, consultants, professional service representatives, volunteers and the Commission. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In addition, Contractor's employees shall not simultaneously receive payment for work done as an independent contractor without obtaining prior approval from the Executive Director or designee. In the event that the Commission determines that a conflict of interest situation exists, the Commission may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of this Contract.

E. Former Commission Administrative Officials

Contractor agrees to provide or has already provided information on former Commission administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Commission administrative officials who terminated Commission employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "Commission Administrative Official" is defined as a member of the Commission or such Administrative Staff.

If during the course of the administration of this Contract, the Commission determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Commission, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Commission is entitled to pursue any available legal remedies.

F. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under this Contract without first obtaining written approval from the Commission. Any subcontractor shall be subject to the same provisions as the Contractor. Contractor shall be ultimately responsible for the performance of any subcontractor.

G. Recordkeeping

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

H. Change of Address

Contractor shall notify the Commission in writing of any change in mailing and/or service address. Notification shall occur in advance of the address change. At a minimum, notification must occur within five days of the address change. Change of address shall not interrupt service deliverables outlined in Attachment A.

I. Staffing and Notification

Contractor shall notify Commission of any continuing vacancies and any positions that become vacant during the term of this Contract that may result in reduction of services to be provided under this Contract. Upon notices of vacancies, the Contractor shall apprise Commission of the steps being taken to provide the services without interruption and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to the Commission on each periodically required report for the duration of said vacancies and/or problems.

In the event of a problem or potential problem that will severely impact the quality or quantity of service delivery, or the level of performance under this Contract, Contractor will notify the Commission within one working day, in writing and by telephone.

J. Contractor Primary Contact

The Contractor will designate one individual to serve as the primary contact and one to serve as the alternate contact, if primary contact is unavailable, on behalf of the Contractor and will notify the Commission of these designees within 15 days after Contract approval. The primary contact shall have the authority to identify, on behalf of the Contractor, other parties able to give or receive information on behalf of this Contract.

Contractor shall notify the Commission when the primary contact will be unavailable or out of the office for two weeks or more or if there is any change in either the primary or alternate contact.

K. Responsiveness

Contractor or a designee must respond to Commission inquiries within five business days.

L. Grievance Policy

Contractor shall provide a system, approved by the Commission, through which participants of services shall have an opportunity to express their views and complaints regarding the delivery of service. Grievance procedure must be posted prominently in English and Spanish at service sites for participants to review.

M. Governing Board

Contractor shall provide the Commission with a listing identifying the members of the Board of Directors or other governing party, written schedule of all Board of Directors or other governing party meetings and provide the Commission with copies of the Board of Directors' minutes when discussions or actions taken during these meetings may impact on the Contract. All Board of Directors' minutes shall be submitted to the Commission with each periodically required report submitted following approval of the minutes. Further, the Commission representative shall have the option of attending Board meetings during the term of this Contract.

N. Confidentiality

Contractor shall require its officers, agents, employees, volunteers and any subcontractor to sign a statement of understanding and comply with the provisions of federal, state and local statutes to assure that:

- All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any

purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services;

- No person will publish, disclose, or permit to be published or disclosed or used, any confidential information pertaining to any applicant or participant of services under this Contract;
- Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions; and,
- Contractor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

O. Child Abuse Reporting

Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

- Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them;
- Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;
- Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

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P. Department of Justice Clearance

Contractor shall obtain from the Department of Justice, records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

Contractor must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

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Q. Conditions of Employment

Contractor shall notify the Commission of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, or intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the Commission. In the Commission's discretion, the Commission may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship or volunteer services.

R. Meeting Attendance

Contractor will be required to attend meetings, workshops and training sessions around issues related to Contractor's particular region or directly related to the type of services being provided by Contractor as determined by the Commission. Notifications of such meetings will be provided to Contractor within 10 business days.

S. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by the Commission) and hold harmless the Commission and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Commission on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Commission's "active" as well as "passive" negligence but does not apply to the Commission's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Commission and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Commission to vicarious liability but shall allow coverage for the Commission to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Commission, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Commission.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Commission.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Commission or between the Commission and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the Commission Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Commission has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Commission will be promptly reimbursed by the Contractor or Commission payments to the Contractor will be reduced to pay for Commission purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the Commission. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Commission. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Commission, inflation, or any other item reasonably related to the Commission's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Commission to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Commission.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the Commission that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Commission's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.

- 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations).
 - 4) Explosion, collapse and underground hazards.
 - 5) Personal injury
 - 6) Contractual liability.
 - 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

T. Licenses and Permits

Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all necessary licenses and permits required by the laws of the United States, State of California, San Bernardino County and all other appropriate governmental agencies, and agrees to pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Contractor will notify the Commission immediately of loss or suspension of any such licenses and permits. Failure to comply with the provisions of this section may result in immediate termination of this Contract.

U. Health and Safety

Contractor shall comply with all applicable local, state and federal health and safety codes and regulations, including fire clearances, for each site where program services are provided under the terms of the Contract.

V. Contract Compliance/Equal Employment Opportunity

Contractor agrees to comply with the provisions of all applicable Federal, State, and County Laws, regulations and policies relating to equal employment or social services to Participant(s), including laws and regulations hereafter enacted. Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service Participant(s) on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, sexual orientation, or disability. Information on the above rules and regulations may be obtained from the Commission.

W. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

X. Attorney's Fees

Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the Commission shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

Y. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the Commission.

Z. Ownership Rights

The Commission shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

AA. Attribution

Contractor shall properly acknowledge the Commission per the requirements stated in the First 5 San Bernardino Attribution Standards.

BB. Incongruous Activities

Contractor agrees it will not perform or permit any political promotion or religious proselytizing activities in connection with the performance of this Contract. Contractor will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this Contract or under representation such activity is being performed under this Contract.

CC. Reports

Contractor, in a timely and accurate manner, shall submit reports on designated key aspects of the project as required by the Commission. Instructions, format and required information for the content will be provided by the Commission and available on the website: www.first5sanbernardino.org.

Report requirements include, but are not limited to and subject to change, the following:

- Program Reports

Contractor will submit Quarterly Program Reports which include quarterly and year-to-date progress on actual achievement of program targets compared to projected achievements as detailed in Program Work Plan (Attachment A) and other data collection information as requested by the Commission. Quarterly Program Reports will include data on participants served as well as narrative information on lessons learned, course corrections and client success stories for the quarter. Contractor is required by the Commission to complete and submit Program Reports electronically via the Commission's web based data system. Program Reports are due the last day of the month following the end of the program reporting period.

- Fiscal Reports

For each calendar month, Contractor shall provide the Commission with a Monthly Financial Report within 15 calendar days from the end of the reporting period.

Contractor shall provide the Commission with a Quarterly Fiscal Report covering the fiscal quarter period. This report is due on the last day of the month following the end of the fiscal reporting period.

Contractor shall submit any and all Final/Revised Fiscal Reports by August 15th for the previous fiscal year period or part thereof during the Contract term. All reports submitted by August 15th will be considered final and no additional reports will be accepted after this date.

Contractor will fulfill evaluation and other reporting requirements as mandated by the Commission and the California Children and Families Commission.

Contractor agrees that failure to submit reports as specified will be sufficient cause for the Commission to withhold any payment due until reporting requirements have been fulfilled.

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DD.Pro-Children Act of 1994

Contractor will comply with Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

EE.Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

FF.Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

- a. The Contractor certifies that it and any potential subcontractors:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) 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 Contractor is unable to certify as true any of the statements in this certification, he or she shall provide a written explanation to the Commission prior to the execution of this Contract. A failure to comply with this section may constitute grounds for termination of this Contract.

GG. Recycled Paper Products

The Commission has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the Commission. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the Commission whenever practicable.

IV. COMMISSION RESPONSIBILITIES

- A. Commission shall verify performance results of Contractor according to the Program Work Plan and other data collection information requested by the Commission in meeting terms of this Contract and the quality and effectiveness of services provided, based on criteria agreed upon, as delineated in this Contract.
- B. Commission shall compensate Contractor for approved expenses in accordance with Section V of this Contract.
- C. Commission shall specify all reports and deliverables required from the Contractor.
- D. Commission shall provide technical assistance as deemed necessary.
- E. The Commission will designate one individual to serve as the primary contact for the Contract and will notify the Contractor of this designee within 15 days of the Contract approval date.

V. FISCAL PROVISIONS

A. Contract Amount

The maximum amount of reimbursement under this Contract shall not exceed \$385,836 for the duration of the Contract term subject to the availability of California Children and Families Trust Fund monies. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof. These funds are divided as follows:

Fiscal Year 2010-11	\$ <u>128,612</u>	July 1, 2010 through June 30, 2011
Fiscal Year 2011-12	\$ <u>128,612</u>	July 1, 2011 through June 30, 2012
Fiscal Year 2012-13	\$ <u>128,612</u>	July 1, 2012 through June 30, 2013

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B. Payment Provisions

The Commission will disburse funds on a fee for service/reimbursement payment process based on the Contract budget amount for the applicable fiscal year and monthly and quarterly report submissions.

Funds may be advanced for the first month, if requested, for an amount up to, but not exceeding 25% of the Contract payment amount for Fiscal Year 2010-2011. All subsequent monthly reimbursements will be determined by actual expenditures reflected on the monthly and quarterly reports, projected costs and cash on hand collectively.

If an advance is requested and approved, 10% of the advanced amount will be withheld from the monthly reimbursements to recover the advanced funds over a ten (10) month period.

The Commission reserves the right to reduce or withhold any payments from the Contractor for failure to submit reports in a timely and accurate manner or when the Contractor is not in compliance with the Contract. Final payment under this Contract may be withheld until all requirements, including reports, for contract closure have been fulfilled by Contractor.

C. EFT Payments

Contractor shall accept all payments from the Commission via electronic funds transfers (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the Commission required to process EFT payments.

D. Allowable Costs

Funds provided pursuant to this Contract shall be expended by Contractor in accordance with the Attachment B – Program Budget.

Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the Commission. Contractor agrees Commission may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary or which exceeded the fair market value. The recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

The reasonable and allowable reimbursement rate for use of motor vehicles is current IRS allowable rate.

Costs must be incurred only during the contract term, except when specifically approved by the Commission. Contractor shall not use current year funds to pay prior or future year obligations. Contractor will not be reimbursed for expenditures incurred after the expiration or termination of this Contract.

Contractor shall obtain Commission approval for all out of State travel as it relates to services provided in this Contract. Request must be submitted in writing 30 days in advance of travel date and travel must be approved in advance by the Program Manager.

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E. Supplanting of Funds

In accordance with the Commission's Supplantation Policy, Contractor shall not supplant any Federal, State or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from Commission for, or apply sums received from Commission with respect to that portion of its obligations, which have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining State funds under any State program or County funds under any County programs without prior written approval of the Commission.

F. Payment of Taxes

Commission is not liable for the payments of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless Commission would otherwise be liable for the payment of such taxes in the course of its normal business operations.

G. Budget Line Item Changes

A Budget Revision Request may be submitted by the Contractor to the Commission to modify a line or lines of the approved budget. The request must indicate the proposed line item changes, the budget as

amended applying the requested changes and a written justification for each requested change. The request cannot result in any alteration or degradation to the program services and performance target as specified in this Contract.

The Executive Director, on behalf of the Commission, has the authority to approve (or deny) the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. Contractor is limited to two Budget Revision Requests per fiscal year.

The Contractor must submit any requests to the Commission no later than March 31st of the fiscal year. Requests must be submitted in hard copy form with original signatures. Postmarked envelopes received after March 31st will not be accepted in lieu of receipt.

H. Budget Line Item Variance

Annual variances in excess of 10% of a line item cannot be made by the Contractor without prior approval of the Commission. Variance shall not result in a change to the total Contract amount or an increase to the administrative cost allocation of the approved budget. Contractor shall provide written justification for any budget line item variances of more than 10%.

I. Procurement

Contractor shall procure services or goods required under this Contract on a competitive basis (3 bid process), unless otherwise provided by law, and make selections based on obtaining the best value possible. When a non-competitive procurement is used, a written justification must be maintained and be made available upon request.

J. Fixed Assets

The purchase of any equipment, materials, supplies or property of any kind, including items such as publications and copyrights, which have a single unit cost of \$5000 or more, including tax, and was not included in Contractor's approved budget, shall require the prior written approval of the Executive Director, on behalf of the Commission. Any such purchase shall directly relate to Contractor's services or activities under the terms of the Contract.

Any item with a single unit cost of \$1000 or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed during the Contract term shall revert to be the property of the Commission, unless otherwise specified by the Commission. The disposition of such equipment or property must be approved by the Executive Director upon Contract termination.

K. Payor of Last Resort

Contractor shall attain funding through other sources than the Commission to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as MediCal, Healthy Families, federal or state funded programs, personal insurance, etc.), costs relating to services provided to that participant should be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. Written verification shall be provided upon request.

L. Fiscal Record Keeping

Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and must account for all funds, tangible assets, revenue and expenditures.

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VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor and Audit

The Commission or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to monitor and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and

shall have absolute right to observe the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation during any auditing or monitoring conducted.

Contractor shall cooperate with Commission in the implementation and evaluation of this Contract and comply with any and all reporting requirements established by Commission.

B. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the Commission, and State representatives for a period of five years after final payment under the Contract or until all pending Commission and State audits are completed, whichever is later. Records, should include, but are not limited to participant files, monthly summary sheets, sign-in sheets, and other primary source documents. Contractor will have available for Commission review, all relevant financial records for the fiscal year being audited including documentation to verify shared costs or costs allocated to various funding sources as well as the basis for which the shared cost was allocated.

Program data shall be retained locally in San Bernardino County and made available upon request or turned over to Commission. If said records are not made available at the scheduled monitoring visit, Contractor may, at Commission's option, be required to reimburse Commission for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the invoiced monthly payment.

C. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of Commission's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. Independent Audit Provisions

On an annual basis, Contractor is required to hire an independent licensed Certified Public Accountant (CPA), who shall prepare and file with the Commission, an Independent Auditor's Report for the term of the Contract.

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E. Recovery of Investigation and Audit Costs

Contractor shall reimburse the Commission for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to Contractor.

When additional information (receipts, paperwork, etc.) is requested of the Contractor as a result of any audit or monitoring, Contractor must provide all information requested by the deadline specified by the Commission. A failure to provide the information by the specified deadline, will subject the Contractor to the provisions of Section VII (Correction of Performance Deficiencies and Termination).

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND TERMINATION

A. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event the Commission, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, may:

- Afford Contractor a time period within which to cure the breach, which period shall be established at the sole discretion of the Executive Director; and/or
- Request Contractor provide and implement an action plan to correct breach within a reasonable timeframe; and/or
- Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or;

- Withhold funds pending duration of the breach; and/or
 - Offset against any monies billed by the Contractor but yet unpaid by the Commission those monies disallowed pursuant to bullet 3 of this paragraph; and/or
 - Immediately terminate this Contract with just cause and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Commission may proceed with the work in any manner deemed proper by the Commission. The cost to the Commission shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- B. The Executive Director, on behalf of the Commission, shall give Contractor notice of any action pursuant to this paragraph, which notice shall be effective when given.
- C. The Executive Director is authorized to exercise Commission's rights with respect to initiating any remedies or termination of this Contract in his/her sole discretion and to give notice as set forth below in this Contract.

VIII. TERM

- A. This Contract is effective commencing July 1, 2010 and expires June 30, 2013, but may be terminated earlier in accordance with provisions of paragraph below or Section VII of this Contract.
- Initial Here
- B. Notwithstanding the preceding paragraph, this Contract may be terminated by either party by serving a written notice thirty (30) days in advance of termination. The Executive Director for the Commission has the authority and discretion to exercise this right on behalf of the Commission.
- C. The contract term may be extended for one additional one-year period by mutual agreement of the parties.
- D. Continuation of this Contract for each fiscal year after June 30, 2011 is contingent on a Program Work Plan and a Program Budget being submitted by Contractor and approved by the Commission in the form of an amendment to this Contract. Continuation of this Contract is also contingent on the priorities, direction, and vision for investments of the Commission.

IX. GENERAL PROVISIONS

A. Notices

When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: City of Montclair
5111 Benito Street
Montclair, CA 91763

Commission: First 5 San Bernardino
330 North D Street, 5th Floor
San Bernardino, CA 92415-0442

- B. Commission shall have Power of Attorney to pay delinquent debts and unpaid wages from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the party hereto.
- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties in an amendment to this Contract.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this Contract. No oral understanding or contract not incorporated herein shall be binding on any of the parties hereto. No course of dealing and no delay or failure of a party in exercising any right under any contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable, giving effect to the intention of the parties, and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the federal and state courts located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- H. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits against Commission concerning this Contract shall be Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this Contract shall bear its own attorneys' fees and costs regardless of who prevails in the outcome of the dispute.

X. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with: the provisions of the County of San Bernardino Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, County and Commission laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the Commission.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the Commission within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance

review, and duties of the Civil Rights Liaison. Upon request, the Commission will supply a sample of the Plan format. The Contractor will be monitored by the Commission for compliance with provisions of its Civil Rights Plan.

XI. IMPROPER CONSIDERATION

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Commission in an attempt to secure favorable treatment regarding this Contract.

The Commission, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Commission with respect to this Contract. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a Commission officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Commission Administrative Office. In the event of a termination under this provision, the Commission is entitled to pursue any available legal remedies.

XII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The Commission reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in termination of the Contract. The Commission also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in termination of the Contract.

The Contractor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the Commission. "Key employees" do not include clerical personnel providing service at the Contractor's offices or locations.

continued on next page

XIII. CONCLUSION

- A. This Contract, consisting of 21 pages and Attachments A - B, inclusive, is the full and complete document describing services to be rendered by Contractor to Commission, including all covenants, conditions, and benefits. Attachments A - B are attached hereto and incorporated herein as though set forth in full.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

**CHILDREN & FAMILIES COMMISSION FOR
SAN BERNARDINO COUNTY**

Legal Entity

▶ _____
Authorized Signature

Josie Gonzales
Printed Name

Commission Chair
Title

Dated

▶ _____
Authorized Signature

Printed Name

Title

Dated

Official Stamp

Reviewed for Processing

▶ _____

Cindy Faulkner
Operations Manager

Date

Approved as to Legal Form

▶ RColeman

Regina Coleman
Commission Counsel

6-11-10

Date

Presented to Commission for Signature

▶ _____

Karen E. Scott
Executive Director

Date



PROGRAM OUTLINE DOCUMENT

AGENCY INFORMATION:

Legal Entity: City of Montclair Contract #: FS011
Dept/Division: Human Services Division Phone #: (909) 625-9453
Project Name: Montclair Community Collaborative
Family Resource Center Fax #: (909) 625-9453
Address: 10200 Lehigh Ave. Mailing Address:
Montclair, CA 91763 5111 Benito Street
Montclair, CA 91763.
Website: http://www.cityofmontclair.org

PROGRAM CONTACT:

Name: Gabriela Layseca Phone #: (909) 445-1616
Title: Family Services Coordinator (MCC Lead Case
Manager) Fax #: (909) 445-1620
Email: Gabriela.layseca@omsd.k12.ca.us

FISCAL CONTACT:

Name: Richard Beltran Phone #: (909) 625-9418
Title: Assistant Finance Director Fax #: (909) 621-1584
Email: rbeltran@citymontclair.org

CONTRACT REPRESENTATIVE:

Name: Marcia Richter Phone #: (909) 625-9453
Title: Assistant Director of Human Services Fax #: (909) 399-9751
Email: mrichter@cityofmontclair.org

ADDITIONAL CONTACT:

Name: Miguel Garcia Phone #: (909) 625-9459
Title: Resource Analyst Fax #: (909) 399-9751
Email: mgarcia@cityofmontclair.org

ADDITIONAL CONTACT:

Name: _____ Phone #: _____
Title: _____ Fax #: _____
Email: _____

Project Description:

The Montclair Community Collaborative Family Resource Center provides comprehensive case management services for children and families based on an empowerment model that engages parents and/or guardians to address underlying causes of family functioning problems by increasing family skills, assets, and resiliency. The MCC case management model sees parents as key change agents in their lives; parents will help identify and define their own strengths and challenges and action steps. The structured case management system currently in place helps parents/caregivers of children 0-5 identify and remove barriers that may prevent attainment of positive self-sufficiency outcomes. Some of the barriers may include access to housing, utilities, food, transportation, medical and mental health services, substance abuse treatment programs, and/or employment. Case Management helps the family by locating, coordinating, monitoring, advocating, referring, and linking them to needed services.

Performance Target 1:

By June 30, 2011 Montclair Community Collaborative will provide resource referrals and linkages to at least 500 people seeking assistance to meet their immediate needs and this will be verified via the referral log.

Performance Target 2:

By June 30, 2011 of the 275 participants in the Montclair Community Collaborative Case Management Program, who receive referrals and services for immediate needs, 150 will achieve increased ability to meet long term needs and develop and maintain self-sufficiency as verified by the Life Skills Progression Assessment.



Agency Name: City of Montclair
2010 – 2011 Program Work Plan

Performance Target #1: By June 30, 2011 Montclair Community Collaborative will provide resource referrals and linkages to at least 500 people seeking assistance to meet their immediate needs and this will be verified via the referral log.

<p>Families are Safe, Healthy, Nurturing, and Self-Sustaining:</p> <ul style="list-style-type: none"> - Improved parental ability to access and coordinate needed services for their children - Improved parental ability to meet the basic needs of their families 	<p>Resource Center and Case Management staff make referrals to services</p>	<p>Parents receive referrals to services for their short-term needs</p>	<p>Participants will be assessed, referrals provided; documented on tracking forms/logs</p>
<p>Families are Safe, Healthy, Nurturing, and Self-Sustaining:</p> <ul style="list-style-type: none"> - Improved parental ability to access and coordinate needed services for their children - Improved parental ability to meet the basic needs of their families 	<p>Resource Center and Case Management staff make additional referrals as needed</p>	<p>Parents utilize referrals and reports that short-term needs are met</p>	<p>Tracking forms</p>
<p>Families are Safe, Healthy, Nurturing, and Self-Sustaining:</p> <ul style="list-style-type: none"> - Improved parental ability to access and coordinate needed services for their children - Improved parental ability to meet the basic needs of their families 	<p>Case Management staff make referrals to Case Management services as needed</p>	<p>Parents referred to Case Management for more intensive services</p>	<p>Referral log</p>

Agency Name: City of Montclair
2010 – 2011 Program Work Plan



Performance Target #2: By June 30, 2011 of the 275 participants in the Montclair Community Collaborative Case Management program, who receive referrals and services for immediate needs, 150 will achieve increased ability to meet long-term needs¹ and develop and maintain self sufficiency as verified by the Life Skills Progression Assessment.

F5SB Desired Results Area (Direct link to the Strategic Plan and Commission Level Outcomes)	Work Plan Area (Tasks, Objectives)	General Outcome(s) (Key achievements/benchmark that will best show participant progress in getting from a present condition to the targeted gain or condition change)	Method(s) (Establishing that something represented to happen does in fact take place and tools used to assess that it happened)
Families are Safe, Healthy, Nurturing, and Self-Sustaining: <ul style="list-style-type: none"> - Improved parental ability to access and coordinate needed services for their children - Improved parental ability to meet the basic needs of their families 	Conduct trainings of staff and presentations to local partners on standards of Case Management referral and range of linkages/referrals for children 0-5 and their families (community outreach and marketing)	Parents contact MCC Resource Center	Sign-in sheets and staff keeps records of inquires through tracking forms
Families are Safe, Healthy, Nurturing, and Self-Sustaining: <ul style="list-style-type: none"> - Improved parental ability to access and coordinate needed services for their children - Improved parental ability to meet the basic needs of their families 	Case Management staff facilitate identification of family strengths and needs in partnership with family	Parents enroll in Case Management program to complete intake process	Life Skill Progression (pre) Family Assessment Form (intake – pre) Consent form
Families are Safe, Healthy, Nurturing, and Self-Sustaining: <ul style="list-style-type: none"> - Improved parental ability to access and coordinate needed services for their children - Improved parental ability to meet the basic needs of their families 	Case Management staff and Multi-disciplinary Team ² (as needed) facilitate development of Case Management plan	Parents develop a Case Management plan based on their identified needs and strengths of family (set family goals)	Strength-based Case Management plan

¹ Domestic violence, alcohol/drug abuse, mental health issue, physical health issue, barriers to employment (ESL, GED, Citizenship, job skills) etc.
² Depending on the family situation and need, the Multi-disciplinary Team may include: a Public Health Nurse, CPS worker, Domestic Violence specialist, and/or mental health provider.

<p>Families are Safe, Healthy, Nurturing, and Self-Sustaining:</p> <ul style="list-style-type: none"> - Improved parental ability to access and coordinate needed services for their children - Improved parental ability to meet the basic needs of their families 	<p>Case Management staff make resources available and provide referrals and staff arrange transportation, transition services, or other supports to remove barriers to access and staff follow-up with partner agencies and parents</p>	<p>Parents receive resource and referral; parents access services based on Case Management plan</p>	<p>Case Management logs/Case notes Referral documents</p>
<p>Families are Safe, Healthy, Nurturing, and Self-Sustaining:</p> <ul style="list-style-type: none"> - Improved parental ability to access and coordinate needed services for their children - Improved parental ability to meet the basic needs of their families 	<p>Case Management staff follow-up and facilitate review of Case Management plan (meet with Multi-disciplinary Team as needed) help make additions or revisions</p>	<p>Parents review their Case Management plan and access additional supports, revise plan (set new family goals), and/or exit</p>	<p>Case Management logs/Case notes Referral documents</p>
<p>Families are Safe, Healthy, Nurturing, and Self-Sustaining:</p> <ul style="list-style-type: none"> - Improved parental ability to access and coordinate needed services for their children - Improved parental ability to meet the basic needs of their families 	<p>Case Management staff close Case Management case</p>	<p>Parents are working towards maintaining self-sufficiency as measured by having at least one long-term need met (i.e. basic essentials, health & medical care, relationship with children, etc.) and demonstrate at least one positive change in behavior, attitude, or skills related to family strengthening (i.e. uses resources independently, actively seeks/uses information from Case Management, employed with moderate income; meets expenses most of time, etc.) as verified by case management long and Life Skills Progression Assessment</p>	<p>Life Skills Progression (post) Family Assessment Form (post)</p>

Resource Centers Strategy Work Plan: Evaluation Tools and Services

Agency Name	City of Montclair
Program Name	Resource Center
Contract #	FS011

First 5 San Bernardino Evaluation Tools *(must be entered into Persimmony)*

Intake/Assessment	Required	Points of Measurement		
		Pre	Mid	Post
Parent Intake/Exit	X	X		X
LSP	X	X		X
Child Intake/Exit				
ASQ 3				
ASQ SE				
If other, please name:				
Client Tracking Method	X	X	X	X

The following services/activities are those that you agree to provide, collect, and report as part of your FY 2010-2011 First 5 San Bernardino contract.

Services	Client Target (# of unduplicated clients receiving service)	Client Tracking Method (how will you track attendance and participation of clients? e.g. logs, case notes, sign-in sheets)	Commission Level Outcome
Case Management Session: Parent	275	Sign in sheets, tracking forms, Intake, case management logs, case notes, Referral documents.	
Child Development Session (RC): Child			
Community Resource Referral (RC): Parent	500	Log Sheet	
Provision of Basic Needs (RC): Parent			
Health Insurance Assistance (RC): Child			
Health Insurance Assistance (RC): Parent			
Health Insurance Enrollment (RC): Child			
Health Insurance Enrollment (RC): Parent			

**Evaluation
staff Use
only**

Notes: _____

PROGRAM BUDGET

FISCAL YEAR 2010-2011

PARTNER NAME City of Montclair (2010-2011) CONTRACT # FS011

DESCRIPTION		TOTAL PROGRAM COSTS		OTHER FUNDING	DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
FTE	POSITION TITLE	A	B	C	D	E	E
1	0.50 MCC Lead Case Manager	\$ 50,000	\$ 50,000		\$ 0		0.00%
2	0.13 MCC Co-Facilitator (City)	\$ 6,665	\$ 6,665		\$ 0		0.00%
3	0.15 Por La Vida Community Educator (City)	\$ 8,000	\$ 8,000		\$ 0		0.00%
4	0.04 Finance Staff	\$ 3,892			\$ 3,892		100.00%
5					\$ 0		
6					\$ 0		
7					\$ 0		
8					\$ 0		
9					\$ 0		
10					\$ 0		
11					\$ 0		
12					\$ 0		
13					\$ 0		
14					\$ 0		
15					\$ 0		
TOTAL SALARIES		\$ 68,557	\$ 64,665		\$ 3,892		5.68%
31	TOTAL BENEFITS				\$ 0		
TOTAL SALARIES & BENEFITS		\$ 68,557	\$ 64,665		\$ 3,892		5.68%
B. SERVICES & SUPPLIES		A	B	C	D	E	
1	PROGRAM MATERIALS/SUPPLIES				\$ 0		
2	PARTICIPANT SUPPORT/INCENTIVES				\$ 0		
3	PARTICIPANT TRANSPORTATION				\$ 0		
4	FOOD EXPENSE FOR CLASSES/MEETINGS				\$ 0		

PROGRAM BUDGET
FISCAL YEAR 2010-2011

PARTNER NAME City of Montclair (2010-2011)

CONTRACT # FS011

DESCRIPTION	TOTAL PROGRAM COSTS	OTHER FUNDING	DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
5 STAFF DEVELOPMENT/TRAINING	\$ 2,000			\$ 2,000	100.00%
6 EMPLOYEE MILEAGE/TRAVEL				\$ 0	
7 ADVERTISEMENTS				\$ 0	
8 PRINTING	\$ 2,000	\$ 2,000		\$ 0	0.00%
9 POSTAGE				\$ 0	
10 SUBSCRIPTIONS				\$ 0	
11 OFFICE SUPPLIES	\$ 1,000			\$ 1,000	100.00%
12 OFFICE EQUIPMENT				\$ 0	
13 RENT/LEASE BUILDING				\$ 0	
14 BUILDING/EQUIPMENT MAINTENANCE				\$ 0	
15 UTILITIES				\$ 0	
16 INSURANCE / TAXES / LICENSES				\$ 0	
PROFESSIONAL SERVICES/CONSULTANTS					
17.1				\$ 0	
17.2				\$ 0	
17.3				\$ 0	
17.4				\$ 0	
17.5				\$ 0	
17 PROFESSIONAL SERVICES - SUBTOTAL	\$	\$	\$	\$ 0	
18 INDIRECT COSTS (AS APPROVED)				\$ 0	
19				\$ 0	
20				\$ 0	
21				\$ 0	
22				\$ 0	
TOTAL SERVICES/SUPPLIES	\$ 5,000	\$ 2,000	\$	\$ 3,000	60.00%

PROGRAM BUDGET
FISCAL YEAR 2010-2011

PARTNER NAME City of Montclair (2010-2011) CONTRACT # FS011

DESCRIPTION	TOTAL PROGRAM COSTS			DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
	A	B	C			
C. SUBCONTRACTS						
SUBCONTRACTS - AGENCY NAME						
1	Bilingual Family Counseling Services	\$ 129,221	\$ 7,501		\$ 121,720	94.20%
2					\$ 0	
3					\$ 0	
4					\$ 0	
5					\$ 0	
6					\$ 0	
7					\$ 0	
8					\$ 0	
9					\$ 0	
10					\$ 0	
TOTAL SUBCONTRACTS						
		\$ 129,221	\$ 7,501		\$ 121,720	94.20%
TOTAL PROJECT BUDGET						
		\$ 202,778	\$ 74,166		\$ 128,612	63.43%
		100.00%	36.57%	0.00%	63.43%	

BUDGET NARRATIVE - SALARIES & BENEFITS

PARTNER NAME City of Montclair (2010-2011)

CONTRACT # FS011

Line	Position	Hours per Fiscal Year	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe position duties)
1	MCC Lead Case Manager	1040	\$ 50,000	\$ 50,000	City of Montclair / OMSD	\$ -	\$ -	Project Supervision and Case Management coordination, training, and supervision of First 5 case managers.
2	MCC Co-Facilitator (City)	270	\$ 6,665	\$ 6,665	City of Montclair	\$ -	\$ -	Case Management program improvement, strategic planning, and sustainability development.
3	Por La Vida Community Educator (City)	312	\$ 8,000	\$ 8,000	City of Montclair	\$ -	\$ -	Teach sixteen-week led Parent Education (including family communication, child development, nutrition education, physical activity promotion, First Aid, child health and safety education) classes in the community and provide coordination and access to the Por La Vida Network: Effective connections to Latina women at the neighborhood level to help identify isolated mothers and families in need of case management and parent education supports.
4	Finance Staff	83	\$ 3,892	\$ -		\$ -	\$ 3,892	Position duties include: preparing monthly/quarterly reports, investigating and reviewing costs charged to grant, verifying that costs are in compliance with grant guidelines, verifying that costs are within budgetary grant limits, coordinating submission of reports with Human Services Division staff, preparing support schedules, maintaining copies of invoices, meeting regularly with Human Services Division staff regarding monthly status of grant, and preparing appropriate General Ledger Journal entries monthly, quarterly, and annually. Finance Staff performs seven and half hours per month.
5			\$ -	\$ -		\$ -	\$ -	
6			\$ -	\$ -		\$ -	\$ -	
7			\$ -	\$ -		\$ -	\$ -	

BUDGET NARRATIVE - SALARIES & BENEFITS

PARTNER NAME City of Montclair (2010-2011)

CONTRACT # FS011

Line	Position	Hours per Fiscal Year	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe position duties)
8			\$ -	\$ -		\$ -	\$ -	
9			\$ -	\$ -		\$ -	\$ -	
10			\$ -	\$ -		\$ -	\$ -	
11			\$ -	\$ -		\$ -	\$ -	
12			\$ -	\$ -		\$ -	\$ -	
13			\$ -	\$ -		\$ -	\$ -	
14			\$ -	\$ -		\$ -	\$ -	
15			\$ -	\$ -		\$ -	\$ -	
TOTAL SALARIES			\$ 68,557	\$ 64,665		\$ -	\$ 3,892	

Line	Listing of Covered Benefits	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe how benefits are calculated)
31		\$ -	\$ -		\$ -	\$ -	
TOTAL SALARIES & BENEFITS		\$ 68,557	\$ 64,665		\$ -	\$ 3,892	

BUDGET NARRATIVE - SERVICES & SUPPLIES

PARTNER NAME City of Montclair (2010-2011)

CONTRACT # FS011

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
1	PROGRAM MATERIALS/SUPPLIES	\$ -	\$ -		\$ -	\$ -	
2	PARTICIPANT SUPPORT/INCENTIVES	\$ -	\$ -		\$ -	\$ -	
3	PARTICIPANT TRANSPORTATION	\$ -	\$ -		\$ -	\$ -	
4	FOOD EXPENSE FOR CLASSES/MEETINGS	\$ -	\$ -		\$ -	\$ -	
5	STAFF DEVELOPMENT/TRAINING	\$ 2,000	\$ -		\$ -	\$ 2,000	Provide training to case managers on resources for families, best practices for servicing clients, goal setting, and quality improvement.
6	EMPLOYEE MILEAGE/TRAVEL	\$ -	\$ -		\$ -	\$ -	
7	ADVERTISEMENTS	\$ -	\$ -		\$ -	\$ -	
8	PRINTING	\$ 2,000	\$ 2,000	City of Montclair	\$ -	\$ -	Printing and outreach and FRC promotion materials in English and Spanish to raise awareness about services.

BUDGET NARRATIVE - SERVICES & SUPPLIES

PARTNER NAME City of Montclair (2010-2011)

CONTRACT # FS011

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
9	POSTAGE	\$ -	\$ -		\$ -	\$ -	
10	SUBSCRIPTIONS	\$ -	\$ -		\$ -	\$ -	
11	OFFICE SUPPLIES	\$ 1,000	\$ -		\$ -	\$ 1,000	Supplies for case managers and forms for case management. Also includes charts, markers, materials for training, etc.
12	OFFICE EQUIPMENT	\$ -	\$ -		\$ -	\$ -	
13	RENT/LEASE BUILDING	\$ -	\$ -		\$ -	\$ -	
14	BUILDING/EQUIPMENT MAINTENANCE	\$ -	\$ -		\$ -	\$ -	
15	UTILITIES	\$ -	\$ -		\$ -	\$ -	
16	INSURANCE / TAXES / LICENSES	\$ -	\$ -		\$ -	\$ -	
17	PROFESSIONAL SERVICES - SUBTOTAL	\$ -	\$ -		\$ -	\$ -	
18	INDIRECT COSTS (AS APPROVED)	\$ -	\$ -		\$ -	\$ -	
19		\$ -	\$ -		\$ -	\$ -	
20		\$ -	\$ -		\$ -	\$ -	
21		\$ -	\$ -		\$ -	\$ -	
22		\$ -	\$ -		\$ -	\$ -	
	TOTAL SERVICES & SUPPLIES	\$ 5,000	\$ 2,000		\$ -	\$ 3,000	

BUDGET NARRATIVE - SUBCONTRACTORS

PARTNER NAME City of Montclair (2010-2011)

CONTRACT # FS011

Line	Subcontractor	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for subcontractors)
1	Bilingual Family Counseling Services	\$ 129,221	\$ 7,501	OMSD	\$ -	\$ 121,720	There is a need for case managers from an experienced agency with a supervising LCSW that has extensive expertise and is capable of providing culturally competent services. This amount will provide 2.0 FTE bilingual case managers [\$45,053 @1.0FTE + \$40,310 @1.0FTE = \$85,363 (2.0FTE)], two half time case managers [\$18,266 @0.5FTE + \$20,592 @0.5FTE = \$38,858 (1.0 FTE)], and appropriate expenses. One of the half-time case managers will have specific expertise to work with grandparents with custody or guardianship of 0-5 aged children. LCSW supervision will be three and half hours per week [\$5,000].
2		\$ -	\$ -		\$ -	\$ -	
3		\$ -	\$ -		\$ -	\$ -	
4		\$ -	\$ -		\$ -	\$ -	
5		\$ -	\$ -		\$ -	\$ -	
6		\$ -	\$ -		\$ -	\$ -	
7		\$ -	\$ -		\$ -	\$ -	
8		\$ -	\$ -		\$ -	\$ -	
9		\$ -	\$ -		\$ -	\$ -	
10		\$ -	\$ -		\$ -	\$ -	
TOTAL SUBCONTRACTORS		\$ 129,221	\$ 7,501		\$ -	\$ 121,720	

PROGRAM BUDGET
FISCAL YEAR 2011-2012

PARTNER NAME City of Montclair (2011-2012) CONTRACT # FS011

DESCRIPTION	TOTAL PROGRAM COSTS				DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
	A	B	C	D			
A. SALARIES & BENEFITS							
FTE	POSITION TITLE						
1 0.50	\$ 50,000	\$ 50,000			\$ 0	0	0.00%
2 0.13	\$ 6,665	\$ 6,665			\$ 0	0	0.00%
3 0.15	\$ 8,000	\$ 8,000			\$ 0	0	0.00%
4 0.04	\$ 3,892				\$ 3,892	3,892	100.00%
5					\$ 0	0	
6					\$ 0	0	
7					\$ 0	0	
8					\$ 0	0	
9					\$ 0	0	
10					\$ 0	0	
11					\$ 0	0	
12					\$ 0	0	
13					\$ 0	0	
14					\$ 0	0	
15					\$ 0	0	
TOTAL SALARIES	\$ 68,557	\$ 64,665	\$		\$ 3,892		5.68%
31 TOTAL BENEFITS					\$ 0		
TOTAL SALARIES & BENEFITS	\$ 68,557	\$ 64,665	\$		\$ 3,892		5.68%
B. SERVICES & SUPPLIES							
1					\$ 0	0	
2					\$ 0	0	
3					\$ 0	0	
4					\$ 0	0	

**PROGRAM BUDGET
FISCAL YEAR 2011-2012**

CONTRACT # FS011

PARTNER NAME City of Montclair (2011-2012)

DESCRIPTION	TOTAL PROGRAM COSTS	OTHER FUNDING	DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
5 STAFF DEVELOPMENT/TRAINING	\$ 2,000			\$ 2,000	100.00%
6 EMPLOYEE MILEAGE/TRAVEL				\$ 0	
7 ADVERTISEMENTS				\$ 0	
8 PRINTING	\$ 2,000	\$ 2,000		\$ 0	0.00%
9 POSTAGE				\$ 0	
10 SUBSCRIPTIONS				\$ 0	
11 OFFICE SUPPLIES	\$ 1,000			\$ 1,000	100.00%
12 OFFICE EQUIPMENT				\$ 0	
13 RENT/LEASE BUILDING				\$ 0	
14 BUILDING/EQUIPMENT MAINTENANCE				\$ 0	
15 UTILITIES				\$ 0	
16 INSURANCE / TAXES / LICENSES				\$ 0	
PROFESSIONAL SERVICES/CONSULTANTS					
17.1				\$ 0	
17.2				\$ 0	
17.3				\$ 0	
17.4				\$ 0	
17.5				\$ 0	
17 PROFESSIONAL SERVICES - SUBTOTAL		\$	\$	\$ 0	
18 INDIRECT COSTS (AS APPROVED)				\$ 0	
19				\$ 0	
20				\$ 0	
21				\$ 0	
22				\$ 0	
TOTAL SERVICES/SUPPLIES	\$ 5,000	\$ 2,000	\$	\$ 3,000	60.00%

PROGRAM BUDGET

FISCAL YEAR 2011-2012

PARTNER NAME City of Montclair (2011-2012) CONTRACT # FS011

DESCRIPTION	TOTAL PROGRAM COSTS			DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
	A	B	C			
C. SUBCONTRACTS						
SUBCONTRACTS - AGENCY NAME						
1	Bilingual Family Counseling Services	\$ 129,221	\$ 7,501		\$ 121,720	94.20%
2					\$ 0	
3					\$ 0	
4					\$ 0	
5					\$ 0	
6					\$ 0	
7					\$ 0	
8					\$ 0	
9					\$ 0	
10					\$ 0	
TOTAL SUBCONTRACTS		\$ 129,221	\$ 7,501		\$ 121,720	94.20%
TOTAL PROJECT BUDGET		\$ 202,778	\$ 74,166		\$ 128,612	63.43%
		100.00%	36.57%	0.00%	63.43%	

BUDGET NARRATIVE - SALARIES & BENEFITS

PARTNER NAME City of Montclair (2011-2012)

CONTRACT # FS011

Line	Position	Hours per Fiscal Year	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe position duties)
1	MCC Lead Case Manager	1040	\$ 50,000	\$ 50,000	City of Montclair / OMSD	\$ -	\$ -	Project Supervision and Case Management coordination, training, and supervision of First 5 case managers.
2	MCC Co-Facilitator (City)	270	\$ 6,665	\$ 6,665	City of Montclair	\$ -	\$ -	Case Management program improvement, strategic planning, and sustainability development.
3	Por La Vida Community Educator (City)	312	\$ 8,000	\$ 8,000	City of Montclair	\$ -	\$ -	Teach sixteen-week led Parent Education (including family communication, child development, nutrition education, physical activity promotion, First Aid, child health and safety education) classes in the community and provide coordination and access to the Por La Vida Network: Effective connections to Latina women at the neighborhood level to help identify isolated mothers and families in need of case management and parent education supports.
4	Finance Staff	83	\$ 3,892	\$ -		\$ -	\$ 3,892	Position duties include: preparing monthly/quarterly reports, investigating and reviewing costs charged to grant, verifying that costs are in compliance with grant guidelines, verifying that costs are within budgetary grant limits, coordinating submission of reports with Human Services Division staff, preparing support schedules, maintaining copies of invoices, meeting regularly with Human Services Division staff regarding monthly status of grant, and preparing appropriate General Ledger journal entries monthly, quarterly, and annually. Finance Staff performs seven and half hours per month.
5			\$ -	\$ -		\$ -	\$ -	
6			\$ -	\$ -		\$ -	\$ -	
7			\$ -	\$ -		\$ -	\$ -	

BUDGET NARRATIVE - SALARIES & BENEFITS

PARTNER NAME City of Montclair (2011-2012)

CONTRACT # FS011

Line	Position	Hours per Fiscal Year	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe position duties)
8			\$ -	\$ -		\$ -	\$ -	
9			\$ -	\$ -		\$ -	\$ -	
10			\$ -	\$ -		\$ -	\$ -	
11			\$ -	\$ -		\$ -	\$ -	
12			\$ -	\$ -		\$ -	\$ -	
13			\$ -	\$ -		\$ -	\$ -	
14			\$ -	\$ -		\$ -	\$ -	
15			\$ -	\$ -		\$ -	\$ -	
TOTAL SALARIES			\$ 68,557	\$ 64,665		\$ -	\$ 3,892	

Line	Listing of Covered Benefits	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe how benefits are calculated)
31		\$ -	\$ -		\$ -	\$ -	
TOTAL SALARIES & BENEFITS		\$ 68,557	\$ 64,665		\$ -	\$ 3,892	

BUDGET NARRATIVE - SERVICES & SUPPLIES

PARTNER NAME City of Montclair (2011-2012)

CONTRACT # FS011

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
1	PROGRAM MATERIALS/SUPPLIES	\$ -	\$ -		\$ -	\$ -	
2	PARTICIPANT SUPPORT/INCENTIVES	\$ -	\$ -		\$ -	\$ -	
3	PARTICIPANT TRANSPORTATION	\$ -	\$ -		\$ -	\$ -	
4	FOOD EXPENSE FOR CLASSES/MEETINGS	\$ -	\$ -		\$ -	\$ -	
5	STAFF DEVELOPMENT/TRAINING	\$ 2,000	\$ -		\$ -	\$ 2,000	Provide training to case managers on resources for families, best practices for servicing clients, goal setting, and quality improvement.
6	EMPLOYEE MILEAGE/TRAVEL	\$ -	\$ -		\$ -	\$ -	
7	ADVERTISEMENTS	\$ -	\$ -		\$ -	\$ -	
8	PRINTING	\$ 2,000	\$ 2,000	City of Montclair	\$ -	\$ -	Printing and outreach and FRC promotion materials in English and Spanish to raise awareness about services.

BUDGET NARRATIVE - SERVICES & SUPPLIES

PARTNER NAME City of Montclair (2011-2012)

CONTRACT # FS011

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
9	POSTAGE	\$ -	\$ -		\$ -	\$ -	
10	SUBSCRIPTIONS	\$ -	\$ -		\$ -	\$ -	
11	OFFICE SUPPLIES	\$ 1,000	\$ -		\$ -	\$ 1,000	Supplies for case managers and forms for case management. Also includes charts, markers, materials for training, etc.
12	OFFICE EQUIPMENT	\$ -	\$ -		\$ -	\$ -	
13	RENT/LEASE BUILDING	\$ -	\$ -		\$ -	\$ -	
14	BUILDING/EQUIPMENT MAINTENANCE	\$ -	\$ -		\$ -	\$ -	
15	UTILITIES	\$ -	\$ -		\$ -	\$ -	
16	INSURANCE / TAXES / LICENSES	\$ -	\$ -		\$ -	\$ -	

BUDGET NARRATIVE - SERVICES & SUPPLIES

PARTNER NAME City of Montclair (2011-2012)

CONTRACT # FS011

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
17	PROFESSIONAL SERVICES - SUBTOTAL	\$ -	\$ -		\$ -	\$ -	
18	INDIRECT COSTS (AS APPROVED)	\$ -	\$ -		\$ -	\$ -	
19		\$ -	\$ -		\$ -	\$ -	
20		\$ -	\$ -		\$ -	\$ -	
21		\$ -	\$ -		\$ -	\$ -	
22		\$ -	\$ -		\$ -	\$ -	
TOTAL SERVICES & SUPPLIES		\$ 5,000	\$ 2,000		\$ -	\$ 3,000	

BUDGET NARRATIVE - SUBCONTRACTORS

PARTNER NAME City of Montclair (2011-2012)

CONTRACT # FS011

Line	Subcontractor	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for subcontractors)
1	Bilingual Family Counseling Services	\$ 129,221	\$ 7,501	OMSD	\$ -	\$ 121,720	There is a need for case managers from an experienced agency with a supervising LCSW that has extensive expertise and is capable of providing culturally competent services. This amount will provide 2.0 FTE bilingual case managers [\$45,053 @1.0FTE + \$40,310 @1.0FTE = \$85,363 (2.0FTE)], two half time case managers [\$18,266 @0.5FTE + \$20,592 @0.5FTE = \$38,858 (1.0 FTE)], and appropriate expenses. One of the half-time case managers will have specific expertise to work with grandparents with custody or guardianship of 0-5 aged children. LCSW supervision will be three and half hours per week [\$5,000].
2		\$ -	-		\$ -	-	
3		\$ -	-		\$ -	-	
4		\$ -	-		\$ -	-	
5		\$ -	-		\$ -	-	
6		\$ -	-		\$ -	-	
7		\$ -	-		\$ -	-	
8		\$ -	-		\$ -	-	
9		\$ -	-		\$ -	-	
10		\$ -	-		\$ -	-	
TOTAL SUBCONTRACTORS		\$ 129,221	\$ 7,501		\$ -	\$ 121,720	

PROGRAM BUDGET
FISCAL YEAR 2012-2013

PARTNER NAME City of Montclair (2012-2013) CONTRACT # FS011

DESCRIPTION	TOTAL PROGRAM COSTS				DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
	A	B	C	D			
A. SALARIES & BENEFITS							
<i>FTE</i>	<i>POSITION TITLE</i>						
1 0.50	MCC Lead Case Manager	\$ 50,000	\$ 50,000			\$ 0	0.00%
2 0.13	MCC Co-Facilitator (City)	\$ 6,665	\$ 6,665			\$ 0	0.00%
3 0.15	Por La Vida Community Educator (City)	\$ 8,000	\$ 8,000			\$ 0	0.00%
4 0.04	Finance Staff	\$ 3,892				\$ 3,892	100.00%
5						\$ 0	
6						\$ 0	
7						\$ 0	
8						\$ 0	
9						\$ 0	
10						\$ 0	
11						\$ 0	
12						\$ 0	
13						\$ 0	
14						\$ 0	
15						\$ 0	
	TOTAL SALARIES	\$ 68,557	\$ 64,665	\$		\$ 3,892	5.68%
31	TOTAL BENEFITS					\$ 0	
	TOTAL SALARIES & BENEFITS	\$ 68,557	\$ 64,665	\$		\$ 3,892	5.68%
B. SERVICES & SUPPLIES							
1	PROGRAM MATERIALS/SUPPLIES					\$ 0	
2	PARTICIPANT SUPPORT/INCENTIVES					\$ 0	
3	PARTICIPANT TRANSPORTATION					\$ 0	
4	FOOD EXPENSE FOR CLASSES/MEETINGS					\$ 0	

PROGRAM BUDGET
FISCAL YEAR 2012-2013

PARTNER NAME City of Montclair (2012-2013) CONTRACT # FS011

DESCRIPTION	TOTAL PROGRAM COSTS	OTHER FUNDING	DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
5 STAFF DEVELOPMENT/TRAINING	\$ 2,000			\$ 2,000	100.00%
6 EMPLOYEE MILEAGE/TRAVEL				\$ 0	
7 ADVERTISEMENTS				\$ 0	
8 PRINTING	\$ 2,000	\$ 2,000		\$ 0	0.00%
9 POSTAGE				\$ 0	
10 SUBSCRIPTIONS				\$ 0	
11 OFFICE SUPPLIES	\$ 1,000			\$ 1,000	100.00%
12 OFFICE EQUIPMENT				\$ 0	
13 RENT/LEASE BUILDING				\$ 0	
14 BUILDING/EQUIPMENT MAINTENANCE				\$ 0	
15 UTILITIES				\$ 0	
16 INSURANCE / TAXES / LICENSES				\$ 0	
PROFESSIONAL SERVICES/CONSULTANTS					
17.1				\$ 0	
17.2				\$ 0	
17.3				\$ 0	
17.4				\$ 0	
17.5				\$ 0	
17 PROFESSIONAL SERVICES - SUBTOTAL	\$	\$	\$	\$ 0	
18 INDIRECT COSTS (AS APPROVED)				\$ 0	
19				\$ 0	
20				\$ 0	
21				\$ 0	
22				\$ 0	
TOTAL SERVICES/SUPPLIES	\$ 5,000	\$ 2,000	\$	\$ 3,000	60.00%

PROGRAM BUDGET

FISCAL YEAR 2012-2013

PARTNER NAME City of Montclair (2012-2013) CONTRACT # FS011

DESCRIPTION	TOTAL PROGRAM COSTS			DONATED RESOURCES	FIRST 5 FUNDED PROJECT COSTS	FIRST 5 %
	A	B	C			
C. SUBCONTRACTS						
SUBCONTRACTS - AGENCY NAME						
1	Bilingual Family Counseling Services	\$ 129,221	\$ 7,501		\$ 121,720	94.20%
2					\$ 0	
3					\$ 0	
4					\$ 0	
5					\$ 0	
6					\$ 0	
7					\$ 0	
8					\$ 0	
9					\$ 0	
10					\$ 0	
TOTAL SUBCONTRACTS		\$ 129,221	\$ 7,501		\$ 121,720	94.20%
TOTAL PROJECT BUDGET		\$ 202,778	\$ 74,166		\$ 128,612	63.43%
		100.00%	36.57%	0.00%	63.43%	

BUDGET NARRATIVE - SALARIES & BENEFITS

PARTNER NAME City of Montclair (2012-2013)

CONTRACT # FS011

Line	Position	Hours per Fiscal Year	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe position duties)
1	MCC Lead Case Manager	1040	\$ 50,000	\$ 50,000	City of Montclair / OMSD	\$ -	\$ -	Project Supervision and Case Management coordination, training, and supervision of First 5 case managers.
2	MCC Co-Facilitator (City)	270	\$ 6,665	\$ 6,665	City of Montclair	\$ -	\$ -	Case Management program improvement, strategic planning, and sustainability development.
3	Por La Vida Community Educator (City)	312	\$ 8,000	\$ 8,000	City of Montclair	\$ -	\$ -	Teach sixteen-week led Parent Education (including family communication, child development, nutrition education, physical activity promotion, First Aid, child health and safety education) classes in the community and provide coordination and access to the Por La Vida Network: Effective connections to Latina women at the neighborhood level to help identify isolated mothers and families in need of case management and parent education supports.
4	Finance Staff	83	\$ 3,892	\$ -		\$ -	\$ 3,892	Position duties include: preparing monthly/quarterly reports, investigating and reviewing costs charged to grant, verifying that costs are in compliance with grant guidelines, verifying that costs are within budgetary grant limits, coordinating submission of reports with Human Services Division staff, preparing support schedules, maintaining copies of invoices, meeting regularly with Human Services Division staff regarding monthly status of grant, and preparing appropriate General Ledger Journal entries monthly, quarterly, and annually. Finance Staff performs seven and half hours per month.
5			\$ -	\$ -		\$ -	\$ -	
6			\$ -	\$ -		\$ -	\$ -	
7			\$ -	\$ -		\$ -	\$ -	

BUDGET NARRATIVE - SALARIES & BENEFITS

PARTNER NAME City of Montclair (2012-2013)

CONTRACT # FS011

Line	Position	Hours per Fiscal Year	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe position duties)
8			\$ -	\$ -		\$ -	\$ -	
9			\$ -	\$ -		\$ -	\$ -	
10			\$ -	\$ -		\$ -	\$ -	
11			\$ -	\$ -		\$ -	\$ -	
12			\$ -	\$ -		\$ -	\$ -	
13			\$ -	\$ -		\$ -	\$ -	
14			\$ -	\$ -		\$ -	\$ -	
15			\$ -	\$ -		\$ -	\$ -	
TOTAL SALARIES			\$ 68,557	\$ 64,665		\$ -	\$ 3,892	

Line	Listing of Covered Benefits	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe how benefits are calculated)
31		\$ -	\$ -		\$ -	\$ -	
TOTAL SALARIES & BENEFITS		\$ 68,557	\$ 64,665		\$ -	\$ 3,892	

BUDGET NARRATIVE - SERVICES & SUPPLIES

PARTNER NAME City of Montclair (2012-2013)

CONTRACT # FS011

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
1	PROGRAM MATERIALS/SUPPLIES	\$ -	\$ -		\$ -	\$ -	
2	PARTICIPANT SUPPORT/INCENTIVES	\$ -	\$ -		\$ -	\$ -	
3	PARTICIPANT TRANSPORTATION	\$ -	\$ -		\$ -	\$ -	
4	FOOD EXPENSE FOR CLASSES/MEETINGS	\$ -	\$ -		\$ -	\$ -	
5	STAFF DEVELOPMENT/TRAINING	\$ 2,000	\$ -		\$ -	\$ 2,000	Provide training to case managers on resources for families, best practices for servicing clients, goal setting, and quality improvement.
6	EMPLOYEE MILEAGE/TRAVEL	\$ -	\$ -		\$ -	\$ -	
7	ADVERTISEMENTS	\$ -	\$ -		\$ -	\$ -	
8	PRINTING	\$ 2,000	\$ 2,000	City of Montclair	\$ -	\$ -	Printing and outreach and FRC promotion materials in English and Spanish to raise awareness about services.

BUDGET NARRATIVE - SERVICES & SUPPLIES

PARTNER NAME City of Montclair (2012-2013)

CONTRACT # FS011

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
9	POSTAGE	\$ -	\$ -		\$ -	\$ -	
10	SUBSCRIPTIONS	\$ -	\$ -		\$ -	\$ -	
11	OFFICE SUPPLIES	\$ 1,000	\$ -		\$ -	\$ 1,000	Supplies for case managers and forms for case management. Also includes charts, markers, materials for training, etc.
12	OFFICE EQUIPMENT	\$ -	\$ -		\$ -	\$ -	
13	RENT/LEASE BUILDING	\$ -	\$ -		\$ -	\$ -	
14	BUILDING/EQUIPMENT MAINTENANCE	\$ -	\$ -		\$ -	\$ -	
15	UTILITIES	\$ -	\$ -		\$ -	\$ -	
16	INSURANCE / TAXES / LICENSES	\$ -	\$ -		\$ -	\$ -	

BUDGET NARRATIVE - SERVICES & SUPPLIES

PARTNER NAME City of Montclair (2012-2013)

CONTRACT # FS011

Line	Service/Supply	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for services/supplies)
17	PROFESSIONAL SERVICES - SUBTOTAL	\$ -	\$ -		\$ -	\$ -	
18	INDIRECT COSTS (AS APPROVED)	\$ -	\$ -		\$ -	\$ -	
19		\$ -	\$ -		\$ -	\$ -	
20		\$ -	\$ -		\$ -	\$ -	
21		\$ -	\$ -		\$ -	\$ -	
22		\$ -	\$ -		\$ -	\$ -	
TOTAL SERVICES & SUPPLIES		\$ 5,000	\$ 2,000		\$ -	\$ 3,000	

BUDGET NARRATIVE - SUBCONTRACTORS

PARTNER NAME City of Montclair (2012-2013)

CONTRACT # FS011

Line	Subcontractor	Total Program Costs	Other Funding	Other Funding Sources	Donated Resources	First 5 Costs	Narrative (Please describe need for subcontractors)
1	Bilingual Family Counseling Services	\$ 129,221	\$ 7,501	OMSD	\$ -	\$ 121,720	There is a need for case managers from an experienced agency with a supervising LCSW that has extensive expertise and is capable of providing culturally competent services. This amount will provide 2.0 FTE bilingual case managers [\$45,053 @1.0FTE + \$40,310 @1.0FTE = \$85,363 (2.0FTE)], two half time case managers [\$18,266 @0.5FTE + \$20,592 @0.5FTE = \$38,858 (1.0 FTE)], and appropriate expenses. One of the half-time case managers will have specific expertise to work with grandparents with custody or guardianship of 0-5 aged children. LCSW supervision will be three and half hours per week [\$5,000].
2		\$ -	-		\$ -	-	
3		\$ -	-		\$ -	-	
4		\$ -	-		\$ -	-	
5		\$ -	-		\$ -	-	
6		\$ -	-		\$ -	-	
7		\$ -	-		\$ -	-	
8		\$ -	-		\$ -	-	
9		\$ -	-		\$ -	-	
10		\$ -	-		\$ -	-	
TOTAL SUBCONTRACTORS		\$ 129,221	\$ 7,501		\$ -	\$ 121,720	

CITY OF MONTCLAIR
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763
(909) 626-8571

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT is made and entered into this 6th day of July, 2010, by and between the City of Montclair, hereinafter referred to as the "CITY," and Bilingual Family Counseling Services, hereinafter referred to as the "BFCS."

1. Services To Be Performed by BFCS.

(a) **BFCS** agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated by the **CITY**.

(b) **BFCS** may, at **BFCS's** own expense, employ such assistants as **BFCS** deems necessary to perform the services required of **BFCS** by this Agreement.

(c) **BFCS** is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **CITY** and **BFCS** or any of **BFCS's** agents or employees. **BFCS** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. **BFCS**, its agents and employees, shall not be entitled to any rights and/or privileges of **CITY's** employees and shall not be considered in any manner to be **CITY's** employees.

2. Compensation.

(a) Except as otherwise provided in this Agreement, **CITY** agrees to compensate **BFCS** for services rendered under this Agreement for a maximum of \$10,143.33 a month, or \$121,720 based on the Scope of Work, Attachment A.

(b) **CITY** will pay no additional amount for travel or other expenses of **BFCS** under this Agreement.

(c) **CITY** will provide **BFCS** with forms, which **BFCS** will use to request payment under this Agreement unless **BFCS** can provide such forms. For each one-month period of service, a "Request for Payment" form must be returned to **CITY** in triplicate.

(d) **CITY** will not withhold any federal or state income tax for payment made pursuant to this Agreement. **BFCS** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement.

The term of this Agreement is July 1, 2010, through June 30, 2011. Termination is pursuant to the provisions of Section 6 of this Agreement. CITY shall not be obligated to pay BFCS any additional consideration unless BFCS undertakes additional services, in which instance the consideration shall be increased as CITY and BFCS shall agree in writing.

4. Obligations of BFCS.

(a) During the term of this Agreement, BFCS agrees to diligently prosecute the work specified in the attached "Description of Services" to completion.

(b) At all times during the term of this Agreement, BFCS agrees to provide workers' compensation insurance for BFCS's employees and agents as required by law. BFCS shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(c) BFCS shall indemnify, pay for the defense of, and hold harmless CITY and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of BFCS's negligent or willful acts and/or omissions in rendering any services hereunder. BFCS shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning BFCS or any employee and shall further indemnify, pay for the defense of, and hold harmless CITY of and from any such payment or liability arising out of or in any manner connected with BFCS's performance under this Agreement.

5. Obligations of City.

(a) CITY agrees to comply with all reasonable requests by BFCS and to provide access to all documents reasonably necessary for the performance of BFCS's duties under this Agreement.

(b) CITY shall indemnify, pay for the defense of, and hold harmless BFCS and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CITY's negligent or willful acts and/or omissions in rendering any services hereunder.

6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue to be ongoing, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should **BFCS** default in the performance of this Agreement or breach any of its provisions, **CITY** may terminate this Agreement by giving written 30-day notification to **BFCS**.

(c) If at any time during the performance of this Agreement **CITY** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **CITY** shall have the right to terminate the performance of **BFCS's** services hereunder by giving written notification to **BFCS** of its intention to terminate. At any time during the performance of this Agreement the **BFCS** may terminate this Agreement by giving written 30-day notification to **CITY**.

(d) In the event that **CITY** terminates this Agreement under paragraph (b) or (c) of this Section, **BFCS** shall only be paid for those services rendered to the date of termination. All cash deposits made by **CITY** to **BFCS**, if any, shall be refundable to **CITY** in full upon termination of this Agreement unless specified to the contrary below.

7. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for **CITY** and **BFCS**. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **BFCS** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except **CITY** may unilaterally amend the Agreement to accomplish the changes listed below:

- (1) Increase dollar amount
- (2) Administrative changes
- (3) Suspend funding in whole or in part if there is a reduction in availability of funds from the Children and Families Commission for San Bernardino County
- (4) Changes as required by law or the Children and Families Commission for San Bernardino County

(c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of CITY, BFCS, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment is made under this Agreement. BFCS shall preserve and cause to be preserved such books, records and files for the audit period.

(f) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

"CITY"
5111 Benito Street
Montclair, CA 91763
(909) 626-8571

"BFCS"
317 F Street
Ontario, CA 91762
(909) 986-7111

By: _____
Paul M. Eaton
Mayor

By: _____
Olivia Sevilla
Executive Director

Date: _____

ATTEST:

Donna M. Jackson
City Clerk

Signature

Printed Name

Title

ATTACHMENT A

Scope of Work

Services to be provided:

- Case management for at least 275 at-risk children ages 0-5 and their families.
- Short-term service need referrals for 500 parents.
- Mental health support and counseling services for children ages 0-5 and their families.
- Fiscal and data management and reporting to meet First 5 requirements.

AGENDA REPORT

SUBJECT: CONSIDER ACCEPTANCE OF GRANTS FROM THE INLAND EMPIRE UNITED WAY TO FUND THE ARTCORPS AND CASE MANAGEMENT PROGRAMS	DATE: July 6, 2010
	SECTION: AGREEMENTS
	ITEM NO.: 9
CONSIDER APPROVAL OF AGREEMENT NOS. 10-81 AND 10-82 WITH THE INLAND EMPIRE UNITED WAY TO PROVIDE THE ARTCORPS AND CASE MANAGEMENT PROGRAMS	FILE I.D.: HSV030
	DEPT.: COMMUNITY DEV.

BUSINESS PLAN: N/A

REASON FOR CONSIDERATION: The City Council is requested to consider accepting grants from the Inland Empire United Way (IEUW) to fund the City's After-School and Case Management Programs. In addition, the City Council is requested to consider approving Agreement Nos. 10-81 and 10-82 with IEUW (attached for Council review) to provide these programs.

BACKGROUND: In 2006, the City of Montclair and Ontario-Montclair School District (OMSD) were awarded the first of recurring California Department of Education After-School Education and Safety Program grants. One feature of the After-School Program (ASP) is the ArtCorps Program offered to students in grades K through 8. This enrichment program is designed to offer an artist-in-residence program that brings professional artists into ASP classrooms to work and instruct students in the disciplines of visual arts, dance, drama, and literature.

This year, the grant funding from the IEUW will provide the ASP ArtCorps Program at Howard Elementary School and San Antonio Vista Apartments. This will mark the completion of the ASP ArtCorps Program being held at all 12 of the City's ASP school sites.

The Montclair Community Collaborative is also receiving funding from IEUW to assist in providing a Case Management Program to members of the Montclair community. The goal of the Case Management Program is to ensure that children in the Montclair community are safe and healthy, and that their families are safe, healthy, and self-sustaining. The Program is based on an empowerment model that engages parents and/or guardians to address underlying causes of family dysfunction by increasing family skills, assets, and resiliency.

The terms of Agreement Nos. 10-81 and 10-82 are July 1, 2010 through June 30, 2011.

FISCAL IMPACT: The IEUW has offered the City grants of \$25,000 for the ASP ArtCorps Program and \$22,600 for the Case Management Program. There would be no direct

Prepared by: <u>M. Richter</u>	Reviewed and Approved by:	<u>Tom Lucero</u>
Proofed by: <u>Christine Smidely</u>	Presented by:	<u>[Signature]</u>

fiscal impact on the City's General Fund associated with the Council's approval of Agreement Nos. 10-81 and 10-82.

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

1. Accept grants from the Inland Empire United Way to fund the ArtCorps and Case Management Programs.
2. Approve Agreement Nos. 10-81 and 10-82 with the Inland Empire United Way to provide the ArtCorps and Case Management Programs.

**INLAND EMPIRE UNITED WAY
2010-2011 PROGRAM FUNDING AGREEMENT**

**I. PURPOSE**

The Inland Empire United Way (consisting of board of directors, volunteers, employees, contractors), hereinafter referred to as "IEUW", and Montclair Community Collaborative/City of Montclair hereinafter referred to as "Organization" enter into this mutual Agreement, including Attachments A (Eligibility Standards) and B (Guidelines to use United Way name and logo) referred to herein, for the period commencing July 1, 2010 to June 30, 2011.

II. RESPONSIBILITIES**A. The Organization agrees to:**

1. Program Responsibility:
 - a. Operate programs and deliver services as set forth during the application process.
 - b. Submit proposed changes or reductions in program outcomes affected by United Way funds.
2. Fiscal Responsibility:
 - a. Use the funds only for the purposes described in the proposal, and not use the funds for any purpose prohibited by law. Also repay any portion of the funding, which is not used for the purposes described in the proposal.
 - b. To maintain books, records and documents in accordance with generally accepted accounting procedures and practice which accurately and appropriately reflect all expenditures of funds listed in the Program Budget and the Agency Budget (submitted with the funding request).
 - c. To provide evidence of adequate financial accountability and accounting procedures documented by submission of a certified audit for agency budgets of \$500,000 or more; a CPA review for agency budgets of \$100,001 - \$500,000; a CPA compilation for agency budgets of \$100,000 or less and submission of a completed IRS Form 990, with a percentage of revenue directed to management/general/fund raising expenses (including required dues payments to national organizations) of less than 25%. The required documents shall be submitted to IEUW within six (6) months of the closing of the agency's fiscal year.
 - d. That all financial records and supporting documentation shall be subject at all times to inspection, review, or audit by IEUW personnel or its duly authorized agent.
 - e. To maintain and submit, in a timely fashion, documentation and progress reports related to services provided under this agreement.
 - f. To retain all financial records, supporting documentation, statistical records, and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of three (3) years, all records shall be retained until resolution of audit findings.
 - g. Agency shall not assign the responsibility of this Agreement to another party or subcontract the program(s) funded under this Agreement, without prior written approval of IEUW.
3. Engage all levels of the organization (staff, leadership and board of directors) in the development, implementation and continuance of a system for measuring program outcomes and to use the results as the foundation for program planning.
4. Provide service data, demographics, and other information as requested.
5. Meet with IEUW staff to coordinate an in-house agency employee campaign for the IEUW community impact fund; participate in community campaign activities by providing campaign materials, speakers, tours and/or displays as requested.
6. Complete and submit Agency Profile, Program/Services Profile, and Sites Profile for the 2-1-1 database with, as a minimum, annual updates.
7. Complete and submit Agency Agreement and information about volunteer opportunities (as available) for the HandsOn Inland Empire website with, as a minimum, annual updates.

B. IEUW agrees to:

1. Recognize and respect the autonomy of the Agency, through its governing board, to determine its

- outcomes for this program without consulting with IEUW;
3. The agency making substantial changes to the program activities and/or ceasing to provide the program without consulting with IEUW;
 4. Events and/or activities attributable to the Agency or its personnel which result in:
 - a. Negative publicity to the Agency and/or IEUW, or
 - b. Call into question the ability of the Agency to satisfactorily perform under the terms of this Agreement, or
 - c. Unsatisfactory program performance by the Agency and of its responsibilities under this Agreement, and/or
 - d. Violation of the Program Funding Agreement.

Prior to suspension of agency funding by IEUW, the Agency shall be given an opportunity to explain its position to the President of IEUW, or other person designated by the IEUW Board of Directors.

VIII. HOLD HARMLESS CLAUSE

To the extent provided by law, the Agency agrees to indemnify and hold harmless the IEUW from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, or any negligent act by the Agency or funding granted or not granted by the IEUW or any action arising out of the operation of this funding Agreement.

IX. EVALUATION REQUIREMENTS

The Agency agrees to submit evaluation reports in such format and at such times as may be prescribed by IEUW, reporting the program progress. The Agency agrees to cooperate in an on-site monitoring if such is requested by IEUW. All financial and supporting documents should be available for review at all times.

X. AGENCY ACKNOWLEDGMENT

By execution of this Agreement, Agency accepts the working relationship between IEUW and the Agency providing the program; agrees to the conditions set forth in this Agreement. In addition, the Agency acknowledges the lack of an appeals process and accepts the funding level set forth in this Agreement.

INLAND EMPIRE UNITED WAY

MONTCLAIR COMMUNITY COLLABORATIVE/CITY OF MONTCLAIR

Gregory Bradbard, President/CEO

Paul M. Eaton, Mayor

Date

Date

Dan Byrnes, Board Chair

ATTEST:

Donna M. Jackson, City Clerk

Date

Date

**INLAND EMPIRE UNITED WAY
2010-2011 SAFETY NET FUNDING AGREEMENT**



I. PURPOSE

The Inland Empire United Way (consisting of board of directors, volunteers, employees, contractors), hereinafter referred to as "IEUW", and Montclair Community Collaborative/City of Montclair hereinafter referred to as "Organization" enter into this mutual Agreement, including Attachments A (Eligibility Standards) and B (Guidelines to use United Way name and logo) referred to herein, for the period commencing July 1, 2010 to June 30, 2011.

II. RESPONSIBILITIES

A. *The Organization agrees to:*

1. Program Responsibility:
 - a. Operate programs and deliver services as set forth during the application process.
 - b. Submit proposed changes or reductions in program outcomes affected by United Way funds.
2. Fiscal Responsibility:
 - a. Use the funds only for the purposes described in the proposal, and not use the funds for any purpose prohibited by law. Also repay any portion of the funding, which is not used for the purposes described in the proposal.
 - b. To maintain books, records and documents in accordance with generally accepted accounting procedures and practice which accurately and appropriately reflect all expenditures of funds listed in the Program Budget and the Agency Budget (submitted with the funding request).
 - c. To provide evidence of adequate financial accountability and accounting procedures documented by submission of a certified audit for agency budgets of \$500,000 or more; a CPA review for agency budgets of \$100,001 - \$500,000; a CPA compilation for agency budgets of \$100,000 or less and submission of a completed IRS Form 990, with a percentage of revenue directed to management/general/fund raising expenses (including required dues payments to national organizations) of less than 25%. The required documents shall be submitted to IEUW within six (6) months of the closing of the agency's fiscal year.
 - d. That all financial records and supporting documentation shall be subject at all times to inspection, review, or audit by IEUW personnel or its duly authorized agent.
 - e. To maintain and submit, in a timely fashion, documentation and progress reports related to services provided under this agreement.
 - f. To retain all financial records, supporting documentation, statistical records, and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of three (3) years, all records shall be retained until resolution of audit findings.
 - g. Agency shall not assign the responsibility of this Agreement to another party or subcontract the program(s) funded under this Agreement, without prior written approval of IEUW.
3. Engage all levels of the organization (staff, leadership and board of directors) in the development, implementation and continuance of a system for measuring program outcomes and to use the results as the foundation for program planning.

fiscal year must be agreed upon by both parties, or must result from a significant violation of the terms of this Agreement or United Way fundraising policies and eligibility standards.

- D. The United Way may unilaterally terminate this Agreement and funding of the Agency in the event of any of the following (upon written notice, to be delivered by certified mail, return receipt requested, or in person with proof of delivery):
 - 1. A clear breach of this Agreement, including all attachments.
 - 2. Determination that the program funded in whole or in part no longer provides a service appropriate for United Way support.
- E. In case of termination as set forth herein, all funding shall terminate, and any funds disbursed and not used for services rendered per the Agreement shall be refunded, by the Agency, to IEUW.
- F. The above provisions shall not limit IEUW's right to remedies at law or to damages.

VII. SUSPENSION OF FUNDS

- A. IEUW shall solely determine:
 - 1. Whether the Agency is performing its obligation satisfactorily as to the Agreement.
 - 2. The terms and conditions of funding suspension and the terms and conditions in which the Agency may qualify for full or partial restoration of funding.
 - 3. The decision whether to invoke suspension or termination of program funding.
- B. IEUW may suspend funding to a program, in whole or in part, in the event of:
 - 1. Insufficient availability of funds to IEUW;
 - 2. The program's failure to provide timely outcome results or the agency substantially re-defining the outcomes for this program without consulting with IEUW;
 - 3. The agency making substantial changes to the program activities and/or ceasing to provide the program without consulting with IEUW;
 - 4. Events and/or activities attributable to the Agency or its personnel which result in:
 - a. Negative publicity to the Agency and/or IEUW, or
 - b. Call into question the ability of the Agency to satisfactorily perform under the terms of this Agreement, or
 - c. Unsatisfactory program performance by the Agency and of its responsibilities under this Agreement, and/or
 - d. Violation of the Program Funding Agreement.

Prior to suspension of agency funding by IEUW, the Agency shall be given an opportunity to explain its position to the President of IEUW, or other person designated by the IEUW Board of Directors.

VIII. HOLD HARMLESS CLAUSE

To the extent provided by law, the Agency agrees to indemnify and hold harmless the IEUW from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, or any negligent act by the Agency or funding granted or not granted by the IEUW or any action arising out of the operation of this funding Agreement.

IX. EVALUATION REQUIREMENTS

The Agency agrees to submit evaluation reports in such format and at such times as may be prescribed by IEUW, reporting the program progress. The Agency agrees to cooperate in an on-site monitoring if such is requested by IEUW. All financial and supporting documents should be available for review at all times.

X. AGENCY ACKNOWLEDGMENT

By execution of this Agreement, Agency accepts the working relationship between IEUW and the Agency providing the program; agrees to the conditions set forth in this Agreement. In addition, the Agency acknowledges the lack of an appeals process and accepts the funding level set forth in this Agreement.

INLAND EMPIRE UNITED WAY

MONTCLAIR COMMUNITY COLLABORATIVE/CITY
OF MONTCLAIR

Gregory Bradbard, President/CEO

Paul M. Eaton, Mayor

Date

Date

Dan Byrnes, Board Chair

ATTEST:

Donna M. Jackson, City Clerk

Date

Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-83 WITH KAISER FOUNDATION HOSPITAL, FONTANA MEDICAL CENTER TO FUND A PART-TIME MEDICAL CLINIC COORDINATOR	DATE: July 6, 2010 SECTION: AGREEMENTS ITEM NO.: 10 FILE I.D.: HSV043 DEPT.: COMMUNITY DEV.
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-83 with Kaiser Foundation Hospital, Fontana Medical Center to fund a part-time Medical Clinic Coordinator.

BACKGROUND: Since 1978, the Montclair Medical Clinic has facilitated access to health care services for residents with limited financial means who have no medical insurance coverage.

Kaiser Foundation Hospital, Fontana Medical Center recently donated \$15,000 to the Human Services Division to assist in continuing the reduced-cost primary care services provided by the Montclair Medical Clinic. Staff is recommending the funds be used to hire a part-time Medical Clinic Coordinator to improve the efficiency of services provided by the Clinic.

The term of proposed Agreement No. 10-83 is from July 1, 2010, through June 30, 2011.

FISCAL IMPACT: Proposed Agreement No. 10-83 would provide grant funding in the amount of \$15,000 to pay for a part-time Medical Clinic Coordinator.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-83 with Kaiser Foundation Hospital, Fontana Medical Center to fund a part-time Medical Clinic Coordinator.

Prepared by:

M. Richter

Reviewed and
Approved by:

Steve Lupton

Proofed by:

Christine Smedley

Presented by:

[Signature]

LETTER OF AGREEMENT
KAISER FOUNDATION HOSPITALS, FONTANA
COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM

This Letter of Agreement (hereinafter "Agreement") regarding Community Benefit Funds ("Memorandum"), dated as of June 10, 2010 is entered into by and between Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation (hereinafter "KFH") and **City of Montclair for benefit of Montclair Medical Clinic**, a local city, including any of its subdivisions that perform substantial government functions in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of \$15,000.00 for a one year funding period beginning July 1, 2010 through June 30, 2011 for Montclair Gateway to Coverage Program. Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it is a city organized in the State of California and not subject to federal or state income tax].
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grantee's funding application and, for Grants greater than \$25,000, as submitted in the evaluation plan.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Evaluation Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
 - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
 - (a) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
 - (b) Any portion of the funds is not used for the approved purpose
 - (c) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.
6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records,

accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Evaluation Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon

compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

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

Kaiser Foundation Hospitals

By: _____
Jennifer Resch-Silvestri
Public Affairs Director

Date

Grantee

By: _____
Paul Eaton, Mayor
City of Montclair

Date

LETTER OF AGREEMENT
Attachment

GRANT SUMMARY

GRANT NUMBER: 20615541	DATE AUTHORIZED: 5/19/2010
GRANTEE NAME: Montclair Medical Clinic	AMOUNT: \$15,000.00 over 12 months
FISCAL AGENT: City of Montclair	
CONTACT, TITLE: Ms. Marcia Richter, Assistant Director of Human Services	
TELEPHONE: (909) 626-8571	FAX: (909) 621-1584
CB PROJECT MANAGER: Martha Valencia, Sr. Community Benefit Specialist Phone: (909) 427-5268 Email: martha.r.valencia@kp.org	
GRANT PURPOSE: Montclair Gateway to Coverage Program	
GRANT OBJECTIVES:	
<ul style="list-style-type: none"> • To recruit and hire a part-time medical clinic coordinator. • To provide primary care services to uninsured and underserved adults. • Improved efficiency of clinic services as a result of expanded operational support and/or extended primary care services. 	
GRANT PERIOD:	
Start date: 7/1/2010	End Date: 6/30/2011

NARRATIVE AND FINANCIAL REPORTS DUE:

Requirement	Due Date
Final Report	August 1, 2011

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 10-2852 AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE STATE FOR THE SAFE ROUTES TO SCHOOL GRANT PROGRAM	DATE: July 6, 2010 SECTION: RESOLUTIONS ITEM NO.: 1 FILE I.D.: STA650 DEPT.: PUBLIC WORKS
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The state has issued a call for project applications for its Safe Routes to School (SR2S) Program. In order to show strong City support for the City's application, a resolution in support of this application is requested. Proposed Resolution No. 10-2852 authorizing application to the state for the SR2S Grant Program is attached for the City Council's review and consideration.

BACKGROUND: On April 19, 2010, the State of California issued its "Call for Projects" for its Cycle 9-SR2S Program. Safe Routes to School is an international movement that has taken hold in communities throughout the United States. The concept is to increase the number of children who walk or bicycle to school by funding projects that remove the barriers that currently prevent them from doing so. Those barriers include lack of infrastructure (sidewalks), unsafe infrastructure, and lack of programs that promote walking and bicycling through education/encouragement programs aimed at children, parents, and the community.

Thirty years ago, 60 percent of children living within a two-mile radius of a school walked or bicycled to school. Today, that number has dropped to less than 15 percent. Roughly 25 percent commute by school bus, and well over half are driven to or from school in vehicles. Thirty years ago, 5 percent of children between the ages of 6 and 11 were considered to be overweight or obese. Today, that number has climbed to 20 percent. These statistics point to a rise in preventable childhood diseases, worsening air quality and congestion around schools, and missed opportunities for children to grow into self-reliant, independent adults.

SR2S Programs are intended to reverse these trends by funding projects that improve safety and efforts that promote walking and bicycling within a collaborative community framework. It is through local champions working with a coalition of parents, schools, and professionals in transportation, engineering, health, and law enforcement that the most sustainable projects are expected to emerge.

The City has applied for and received SR2S funding in the past, but nothing since 2003. The City's Cycle 9-SR2S grant application is to construct sidewalks in certain residential neighborhoods within the Serrano Middle School and Moreno Elementary School

Prepared by: <u><i>m. cockell</i></u>	Reviewed and Approved by: <u><i>M. STAATS</i></u>
Proofed by: <u><i>Lee M</i></u>	Presented by: <u><i>[Signature]</i></u>

boundaries. The proposed project would improve safety on Moreno Street, Ramona Avenue, Camulos Avenue, Felipe Avenue, Allesandro Street, San Jose Street, La Deney Street, and Hawthorne Street.

FISCAL IMPACT: The maximum amount of grant funds available for each project application is \$500,000 including a 10 percent local match requirement (\$450,000 grant, \$50,000 local funds). The actual grant request for the City's application has not been determined at this time, but it will not exceed \$500,000.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 10-2852 authorizing the City Manager to submit an application to the state for the Safe Routes to School Grant Program.

RESOLUTION NO. 10-2852

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTCLAIR AUTHORIZING
THE CITY MANAGER TO SUBMIT A FUNDING
APPLICATION FOR THE STATE-LEGISLATED
SAFE ROUTES TO SCHOOL PROGRAM**

WHEREAS, California Assembly Bill 1475 legislated the Safe Routes to School (SR2S) Grant Funding Program; and

WHEREAS, the goals of the program are to reduce injuries/fatalities of students and to encourage increased walking/bicycling by constructing facilities that enhance the safety for students in grades K through 12; and

WHEREAS, to submit the best possible application, the Public Works Department is required to collaborate with the Ontario-Montclair School District, Serrano Middle and Moreno Elementary Schools, the Police Department, and other parties interested in providing student safety.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby authorize the submission of a State-Legislated SR2S Funding Program Application (Cycle 9) to the California Department of Transportation.

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2852 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, 2010, and that it was adopted by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 10-2854 AUTHORIZING PLACEMENT
OF LIENS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH CHARGES

DATE: July 6, 2010

SECTION: RESOLUTIONS

ITEM NO.: 2

FILE I.D.: STB300-17

BUSINESS

PLAN: N/A

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Staff has identified 287 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

The 287 liens presented for approval are for accounts which are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is \$70,683.60 plus \$14,350.00 in lien fees, for a total of \$85,033.60.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 10-2854 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by:

Janel Kulleck

Reviewed and
Approved by:

Proofed by:

Kathy Dalton

Presented by:

[Signature]
[Signature]

RESOLUTION NO. 10-2854

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

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

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

WHEREAS, it has been determined that there are 287 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on June 10, 2010, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

WHEREAS, the owners of these properties were again notified on June 24, 2010, and that such liens would be considered for approval by the Montclair City Council on Tuesday, July 6, 2010.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approve the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - July 2010*, attached hereto.

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

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2854 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, 2010, and that it was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Donna M. Jackson
City Clerk

Exhibit A to Resolution No. 10-2854
Report of Delinquent Civil Debts - July 2010

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
9222 Vernon Avenue	Residential	\$310.36	\$50.00	\$360.36
5463 Hawthorne Street	Residential	\$354.40	\$50.00	\$404.40
9859 Camulos Avenue	Residential	\$182.36	\$50.00	\$232.36
9497 Del Mar Avenue	Residential	\$264.02	\$50.00	\$314.02
4328 Granada Street	Residential	\$264.02	\$50.00	\$314.02
10082 Monte Vista Avenue	Residential	\$100.27	\$50.00	\$150.27
9787 Coalinga Avenue	Residential	\$189.17	\$50.00	\$239.17
9641 Surrey Avenue	Residential	\$264.11	\$50.00	\$314.11
4274 San Bernardino Street	Residential	\$277.70	\$50.00	\$327.70
5168 El Morado Street	Residential	\$264.75	\$50.00	\$314.75
5628 Granada Street	Residential	\$264.02	\$50.00	\$314.02
9884 Coalinga Avenue	Residential	\$264.02	\$50.00	\$314.02
9585 Poulsen Avenue	Residential	\$263.80	\$50.00	\$313.80
4872 Olive Street	Residential	\$264.75	\$50.00	\$314.75
9795 Coalinga Avenue	Residential	\$264.02	\$50.00	\$314.02
4426 Princeton Street	Residential	\$264.03	\$50.00	\$314.03
5438 Cambridge Street	Residential	\$156.21	\$50.00	\$206.21
10153 Camulos Avenue	Residential	\$260.15	\$50.00	\$310.15
9085 Helena Avenue	Residential	\$252.76	\$50.00	\$302.76
9136 Ramona Avenue	Residential	\$264.02	\$50.00	\$314.02
9151 Ramona Avenue	Residential	\$252.76	\$50.00	\$302.76
5676 San Jose Street	Residential	\$264.02	\$50.00	\$314.02
5602 Deodar Street	Residential	\$341.01	\$50.00	\$391.01
5461 Deodar Street	Residential	\$245.90	\$50.00	\$295.90
9352 Rose Avenue	Residential	\$266.04	\$50.00	\$316.04
9341 Del Mar Avenue	Residential	\$271.59	\$50.00	\$321.59
5596 Hawthorne Street	Residential	\$264.02	\$50.00	\$314.02
5473 Hawthorne Street	Senior	\$152.76	\$50.00	\$202.76
5362 Palo Verde Street	Residential	\$112.71	\$50.00	\$162.71
9413 Rose Avenue	Residential	\$264.02	\$50.00	\$314.02
9414 Rose Avenue	Residential	\$264.02	\$50.00	\$314.02
9634 Marion Avenue	Senior	\$244.17	\$50.00	\$294.17
9567 Fremont Avenue	Residential	\$302.16	\$50.00	\$352.16
5257 Palo Verde Street	Senior	\$332.32	\$50.00	\$382.32
5490 Cambridge Street	Residential	\$209.38	\$50.00	\$259.38
5448 Cambridge Street	Residential	\$264.77	\$50.00	\$314.77
5570 Cambridge Street	Residential	\$160.16	\$50.00	\$210.16
9561 Del Mar Avenue	Residential	\$169.85	\$50.00	\$219.85
4594 San Jose Street	Residential	\$252.76	\$50.00	\$302.76
4522 Bonnie Brae Street	Residential	\$273.41	\$50.00	\$323.41
9310 Felipe Avenue	Residential	\$192.84	\$50.00	\$242.84
9387 Felipe Avenue	Residential	\$357.11	\$50.00	\$407.11
9547 Camulos Avenue	Residential	\$216.46	\$50.00	\$266.46
9511 Camulos Avenue	Residential	\$160.36	\$50.00	\$210.36
9522 Tudor Avenue	Residential	\$264.02	\$50.00	\$314.02
9618 Bolton Avenue	Residential	\$160.36	\$50.00	\$210.36
4372 San Bernardino Court	Residential	\$264.02	\$50.00	\$314.02
4418 Harvard Street	Residential	\$264.25	\$50.00	\$314.25

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
4433 San Bernardino Street	Residential	\$270.62	\$50.00	\$320.62
4833 San Bernardino Street	Residential	\$213.26	\$50.00	\$263.26
4861 San Bernardino Street	Residential	\$160.36	\$50.00	\$210.36
9776 Fremont Avenue	Residential	\$320.88	\$50.00	\$370.88
5366 Alamos Street	Senior	\$333.53	\$50.00	\$383.53
5356 Alamos Street	Residential	\$264.02	\$50.00	\$314.02
9863 Vernon Avenue	Residential	\$120.72	\$50.00	\$170.72
5389 Benito Street	Senior	\$259.38	\$50.00	\$309.38
9767 Bolton Avenue	Residential	\$155.66	\$50.00	\$205.66
9834 Tudor Avenue	Residential	\$252.76	\$50.00	\$302.76
9801 Surrey Avenue	Residential	\$152.90	\$50.00	\$202.90
9877 Camulos Avenue	Residential	\$302.88	\$50.00	\$352.88
4585 James Street	Residential	\$264.02	\$50.00	\$314.02
9757 Camulos Avenue	Residential	\$264.02	\$50.00	\$314.02
9737 Camulos Avenue	Residential	\$263.80	\$50.00	\$313.80
4546 Benito Street	Residential	\$157.27	\$50.00	\$207.27
9755 Kimberly Avenue	Residential	\$118.96	\$50.00	\$168.96
9773 Lehigh Avenue	Residential	\$252.76	\$50.00	\$302.76
9865 Mills Avenue	Residential	\$252.76	\$50.00	\$302.76
4164 Rudisill Street	Residential	\$258.84	\$50.00	\$308.84
10063 Pradera Avenue	Residential	\$168.76	\$50.00	\$218.76
4277 Granada Street	Residential	\$264.11	\$50.00	\$314.11
9910 Amherst Avenue	Residential	\$264.02	\$50.00	\$314.02
4436 Granada Street	Residential	\$158.66	\$50.00	\$208.66
4390 El Morado Street	Residential	\$267.78	\$50.00	\$317.78
5360 Rudisill Street	Residential	\$302.05	\$50.00	\$352.05
9982 Bel Air Avenue	Residential	\$264.02	\$50.00	\$314.02
5626 Denver Street	Residential	\$185.66	\$50.00	\$235.66
5616 Denver Street	Residential	\$271.59	\$50.00	\$321.59
5690 Orchard Street	Residential	\$264.02	\$50.00	\$314.02
10024 Del Mar Avenue	Residential	\$252.76	\$50.00	\$302.76
10043 Poulsen Avenue	Residential	\$250.00	\$50.00	\$300.00
5032 Orchard Street	Residential	\$204.40	\$50.00	\$254.40
4322 Orchard Street	Residential	\$110.66	\$50.00	\$160.66
5516 Armsley Street	Senior	\$239.55	\$50.00	\$289.55
9601 Carrillo Avenue	Residential	\$264.02	\$50.00	\$314.02
9599 Pradera Avenue	Senior	\$332.31	\$50.00	\$382.31
10086 Lindero Avenue	Senior	\$228.25	\$50.00	\$278.25
4424 San Jose Street #27	Residential	\$263.89	\$50.00	\$313.89
9220 Bel Air Avenue	Residential	\$252.76	\$50.00	\$302.76
9250 Bel Air Avenue	Residential	\$245.59	\$50.00	\$295.59
4712 Benito Street	Residential	\$264.90	\$50.00	\$314.90
4871 San Bernardino Street	Residential	\$183.46	\$50.00	\$233.46
4575 Allesandro Street	Residential	\$128.46	\$50.00	\$178.46
9472 Rose Avenue	Residential	\$264.02	\$50.00	\$314.02
11076 Roswell Avenue	Residential	\$189.12	\$50.00	\$239.12
9145 Ramona Avenue	Residential	\$149.70	\$50.00	\$199.70
9607 Vernon Avenue	Residential	\$192.06	\$50.00	\$242.06
4334 Alamos Street	Residential	\$264.12	\$50.00	\$314.12
4864 Highland Street	Residential	\$302.05	\$50.00	\$352.05
4982 Granada Street	Residential	\$264.02	\$50.00	\$314.02

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
5182 Orchard Street	Residential	\$233.72	\$50.00	\$283.72
5572 Princeton Street	Residential	\$264.02	\$50.00	\$314.02
9598 Bolton Avenue	Residential	\$242.84	\$50.00	\$292.84
5250 Orchard Street	Residential	\$147.97	\$50.00	\$197.97
9243 Camulos Avenue	Residential	\$264.00	\$50.00	\$314.00
9875 Coalinga Avenue	Residential	\$264.02	\$50.00	\$314.02
4284 San Bernardino Street	Residential	\$272.52	\$50.00	\$322.52
4711 San Bernardino Street	Residential	\$264.02	\$50.00	\$314.02
9617 Surrey Avenue	Residential	\$264.00	\$50.00	\$314.00
4520 Holt Boulevard	Commercial	\$187.56	\$50.00	\$237.56
9463 Exeter Avenue	Residential	\$102.46	\$50.00	\$152.46
10016 Santa Anita Avenue	Residential	\$192.41	\$50.00	\$242.41
9539 Ramona Avenue	Residential	\$264.02	\$50.00	\$314.02
9636 Helena Avenue	Residential	\$163.52	\$50.00	\$213.52
10031 Ramona Avenue	Residential	\$244.40	\$50.00	\$294.40
10036 Bel Air Avenue	Residential	\$187.64	\$50.00	\$237.64
5371 Alamitos Street	Residential	\$188.06	\$50.00	\$238.06
5594 Denver Street	Residential	\$160.36	\$50.00	\$210.36
4430 Harvard Street	Residential	\$189.49	\$50.00	\$239.49
5133 San Bernardino Street	Residential	\$370.70	\$50.00	\$420.70
9380 Columbine Avenue	Residential	\$405.45	\$50.00	\$455.45
9587 Ramona Avenue	Residential	\$264.02	\$50.00	\$314.02
5478 Princeton Street	Residential	\$367.26	\$50.00	\$417.26
4151 Orchard Street	Residential	\$137.76	\$50.00	\$187.76
9843 Saratoga Avenue	Residential	\$258.00	\$50.00	\$308.00
4683 Rosewood Street	Residential	\$264.03	\$50.00	\$314.03
9527 Marion Avenue	Residential	\$164.02	\$50.00	\$214.02
9908 Pradera Avenue	Residential	\$152.76	\$50.00	\$202.76
4568 Hawthorne Street	Residential	\$128.80	\$50.00	\$178.80
4572 Denver Street	Residential	\$159.38	\$50.00	\$209.38
4844 San Bernardino Street	Residential	\$182.40	\$50.00	\$232.40
5607 Denver Street	Residential	\$264.02	\$50.00	\$314.02
4785 Harvard Street	Residential	\$220.92	\$50.00	\$270.92
9950 Bel Air Avenue	Residential	\$264.02	\$50.00	\$314.02
9151 Camulos Avenue	Residential	\$316.34	\$50.00	\$366.34
9762 Lindero Avenue	Residential	\$160.36	\$50.00	\$210.36
5409 Rudisill Street	Residential	\$213.07	\$50.00	\$263.07
5571 Denver Street	Residential	\$160.36	\$50.00	\$210.36
4382 Orchard Street	Residential	\$272.33	\$50.00	\$322.33
9836 Rose Avenue	Residential	\$252.76	\$50.00	\$302.76
9939 Bel Air Avenue	Residential	\$160.36	\$50.00	\$210.36
5596 Orchard Street	Residential	\$396.19	\$50.00	\$446.19
9760 Geneva Avenue	Residential	\$264.75	\$50.00	\$314.75
4416 Denver Street	Residential	\$349.96	\$50.00	\$399.96
9254 Ramona Avenue	Residential	\$264.02	\$50.00	\$314.02
5273 Benito Street	Residential	\$141.30	\$50.00	\$191.30
9566 Central Avenue	Residential	\$264.45	\$50.00	\$314.45
5634 Berkeley Street	Residential	\$154.40	\$50.00	\$204.40
9725 Kimberly Avenue	Residential	\$216.50	\$50.00	\$266.50
9548 Camulos Avenue	Residential	\$269.20	\$50.00	\$319.20
9512 Camulos Avenue	Residential	\$264.03	\$50.00	\$314.03

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
9993 Vernon Avenue	Residential	\$354.40	\$50.00	\$404.40
4254 Denver Street	Residential	\$245.72	\$50.00	\$295.72
10025 Central Avenue	Residential	\$264.02	\$50.00	\$314.02
5606 Granada Street	Residential	\$302.76	\$50.00	\$352.76
9795 Monte Vista Avenue	Residential	\$264.02	\$50.00	\$314.02
9656 Benson Avenue	Residential	\$264.02	\$50.00	\$314.02
9820 Saratoga Avenue	Residential	\$302.88	\$50.00	\$352.88
4424 San Jose Street #12	Residential	\$222.08	\$50.00	\$272.08
9584 Surrey Avenue	Residential	\$264.15	\$50.00	\$314.15
4460 Benito Street	Residential	\$264.03	\$50.00	\$314.03
4372 Berkeley Street	Residential	\$264.03	\$50.00	\$314.03
4889 Cambridge Street	Residential	\$263.80	\$50.00	\$313.80
9537 Marion Avenue	Residential	\$264.28	\$50.00	\$314.28
5456 Princeton Street	Residential	\$159.73	\$50.00	\$209.73
5584 Bonnie Brae Street	Residential	\$154.40	\$50.00	\$204.40
9986 Central Avenue	Residential	\$302.16	\$50.00	\$352.16
4620 Moreno Street	Residential	\$200.00	\$50.00	\$250.00
9974 Benson Avenue	Residential	\$271.21	\$50.00	\$321.21
10017 Columbine Avenue	Residential	\$264.10	\$50.00	\$314.10
5141-43 Harvard Street	Multifamily	\$528.04	\$50.00	\$578.04
5421 Rudisill Street	Residential	\$302.05	\$50.00	\$352.05
4424 San Jose Street #18	Residential	\$264.82	\$50.00	\$314.82
4392 Brooks Street #D	Commercial	\$234.56	\$50.00	\$284.56
5666 Caroline Street	Residential	\$263.80	\$50.00	\$313.80
9720 Rose Avenue	Residential	\$101.59	\$50.00	\$151.59
9762 Monte Vista Avenue	Residential	\$376.75	\$50.00	\$426.75
9985 Geneva Avenue	Residential	\$264.03	\$50.00	\$314.03
9912 Rose Avenue	Residential	\$160.36	\$50.00	\$210.36
4947 Granada Street	Residential	\$202.40	\$50.00	\$252.40
9855 Central Avenue	Residential	\$288.20	\$50.00	\$338.20
5180 Holt Boulevard	Commercial	\$991.74	\$50.00	\$1,041.74
5634 Alamitos Street	Residential	\$192.27	\$50.00	\$242.27
9597 Bolton Avenue	Residential	\$207.82	\$50.00	\$257.82
9611 Camulos Avenue	Residential	\$302.05	\$50.00	\$352.05
9025 Helena Avenue	Residential	\$264.02	\$50.00	\$314.02
4853 Cambridge Street	Residential	\$264.13	\$50.00	\$314.13
5107 Aspen Drive	Residential	\$152.76	\$50.00	\$202.76
10020 Amherst Avenue	Residential	\$215.61	\$50.00	\$265.61
4531 Bonnie Brae Street	Residential	\$160.36	\$50.00	\$210.36
5540 San Jose Street	Residential	\$246.19	\$50.00	\$296.19
4921 Benito Street	Residential	\$310.69	\$50.00	\$360.69
5400 La Denev Street	Residential	\$104.14	\$50.00	\$154.14
5402 Granada Street	Residential	\$264.00	\$50.00	\$314.00
4805 Berkeley Street	Residential	\$146.28	\$50.00	\$196.28
10330-34 Central Avenue	Commercial	\$118.90	\$50.00	\$168.90
5121 Merle Street	Multifamily	\$525.73	\$50.00	\$575.73
5131 Merle Street	Multifamily	\$525.73	\$50.00	\$575.73
9231 Vernon Avenue	Residential	\$252.76	\$50.00	\$302.76
10046 Fremont Avenue	Residential	\$264.75	\$50.00	\$314.75
9610 Poulsen Avenue	Residential	\$231.70	\$50.00	\$281.70
9722 Camulos Avenue	Residential	\$120.75	\$50.00	\$170.75

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
10075 Vernon Avenue	Residential	\$264.02	\$50.00	\$314.02
9086 Monte Vista Avenue	Residential	\$252.76	\$50.00	\$302.76
10081 Mills Avenue	Residential	\$264.03	\$50.00	\$314.03
4667 Allesandro Street	Residential	\$264.02	\$50.00	\$314.02
9966 Rose Avenue	Residential	\$264.02	\$50.00	\$314.02
9852 Vernon Avenue	Residential	\$153.28	\$50.00	\$203.28
4466 Granada Street	Residential	\$120.36	\$50.00	\$170.36
4595 San Jose Street	Residential	\$354.40	\$50.00	\$404.40
10833 Silicon Avenue	Residential	\$230.75	\$50.00	\$280.75
9514 Surrey Avenue	Residential	\$289.17	\$50.00	\$339.17
5135 Taos Drive	Residential	\$157.73	\$50.00	\$207.73
4407 Harvard Street	Residential	\$132.09	\$50.00	\$182.09
4392 Brooks Street #C	Commercial	\$115.57	\$50.00	\$165.57
9795 Central Avenue	Residential	\$271.41	\$50.00	\$321.41
9763 Camarena Avenue	Residential	\$245.26	\$50.00	\$295.26
5356 Rosewood Street	Residential	\$264.00	\$50.00	\$314.00
5450 El Morado Street	Residential	\$138.79	\$50.00	\$188.79
9834 Helena Avenue	Residential	\$405.45	\$50.00	\$455.45
9878 Galena Avenue	Residential	\$354.40	\$50.00	\$404.40
5515 La Doney Street	Residential	\$252.76	\$50.00	\$302.76
5133 Taos Drive	Residential	\$354.40	\$50.00	\$404.40
9803 Vernon Avenue	Residential	\$217.78	\$50.00	\$267.78
5398 Rudisill Street	Residential	\$262.35	\$50.00	\$312.35
9863 Coalinga Avenue	Residential	\$304.70	\$50.00	\$354.70
9434 Rose Avenue	Residential	\$264.02	\$50.00	\$314.02
9043 Geneva Avenue	Residential	\$101.40	\$50.00	\$151.40
10068 Rose Avenue	Residential	\$264.02	\$50.00	\$314.02
5470 Granada Street	Residential	\$264.13	\$50.00	\$314.13
9866 Rose Avenue	Senior	\$332.34	\$50.00	\$382.34
9823 Fremont Avenue	Residential	\$264.02	\$50.00	\$314.02
5429 El Morado Street	Senior	\$332.34	\$50.00	\$382.34
9569 Carrillo Avenue	Residential	\$105.71	\$50.00	\$155.71
9314 Benson Avenue	Residential	\$101.64	\$50.00	\$151.64
9791 Helena Avenue	Residential	\$264.03	\$50.00	\$314.03
4304 Denver Street	Residential	\$301.83	\$50.00	\$351.83
11119 Roswell Avenue	Residential	\$117.80	\$50.00	\$167.80
5635 Palo Verde Street	Residential	\$264.02	\$50.00	\$314.02
4267 Orchard Street	Residential	\$302.05	\$50.00	\$352.05
9878 Benson Avenue	Residential	\$201.07	\$50.00	\$251.07
5544 Hawthorne Street	Residential	\$252.76	\$50.00	\$302.76
9606 Helena Avenue	Residential	\$324.98	\$50.00	\$374.98
9315 Rose Avenue	Residential	\$263.90	\$50.00	\$313.90
9803 Lindero Avenue	Residential	\$264.03	\$50.00	\$314.03
4711 Berkeley Street	Residential	\$287.98	\$50.00	\$337.98
5078 Rosewood Street	Residential	\$354.40	\$50.00	\$404.40
5370 Granada Street	Residential	\$153.47	\$50.00	\$203.47
5588 Palo Verde Street	Residential	\$257.68	\$50.00	\$307.68
5616 Alamosos Street	Senior	\$284.76	\$50.00	\$334.76
4310 Berkeley Street	Residential	\$354.40	\$50.00	\$404.40
5044 Highland Street	Residential	\$405.45	\$50.00	\$455.45
9024 Lindero Avenue	Residential	\$202.12	\$50.00	\$252.12

Service Address	Type	Delinquency	Lien Fee	Total Lien Amount
5471 Cambridge Street	Residential	\$313.26	\$50.00	\$363.26
4683 Olive Street	Residential	\$140.55	\$50.00	\$190.55
4797 Berkeley Street	Residential	\$264.89	\$50.00	\$314.89
5416 El Morado Street	Residential	\$271.59	\$50.00	\$321.59
9616 Helena Avenue	Residential	\$252.76	\$50.00	\$302.76
4380 Benito Street	Residential	\$277.75	\$50.00	\$327.75
9633 Marion Avenue	Residential	\$313.28	\$50.00	\$363.28
5353 Berkeley Street	Residential	\$263.80	\$50.00	\$313.80
9367 Felipe Avenue	Residential	\$144.08	\$50.00	\$194.08
9641 Helena Avenue	Residential	\$264.02	\$50.00	\$314.02
9761 Felipe Avenue	Residential	\$263.80	\$50.00	\$313.80
4246 Orchard Street	Residential	\$370.41	\$50.00	\$420.41
9997 Del Mar Avenue	Residential	\$310.66	\$50.00	\$360.66
9932 Santa Anita Avenue	Residential	\$271.59	\$50.00	\$321.59
4560 Rosewood Street	Residential	\$271.59	\$50.00	\$321.59
9761 Helena Avenue	Residential	\$165.15	\$50.00	\$215.15
5446 San Jose Street	Residential	\$183.46	\$50.00	\$233.46
5564 La Doney Street	Residential	\$160.36	\$50.00	\$210.36
4468 Harvard Street	Senior	\$141.46	\$50.00	\$191.46
9771 Galena Avenue	Residential	\$372.96	\$50.00	\$422.96
4307 Granada Street	Residential	\$130.06	\$50.00	\$180.06
4375 San Bernardino Court	Residential	\$194.96	\$50.00	\$244.96
4874 San Bernardino Street	Residential	\$253.27	\$50.00	\$303.27
9966 Poulsen Avenue	Residential	\$164.76	\$50.00	\$214.76
4422 Denver Street	Residential	\$264.10	\$50.00	\$314.10
5105 Aspen Drive	Residential	\$319.39	\$50.00	\$369.39
10189 Camulos Avenue	Residential	\$352.61	\$50.00	\$402.61
5449 Granada Street	Residential	\$101.64	\$50.00	\$151.64
11073 Roswell Avenue	Multifamily	\$483.26	\$50.00	\$533.26
9850 Camulos Avenue	Residential	\$160.36	\$50.00	\$210.36
9440 Columbine Avenue	Residential	\$301.07	\$50.00	\$351.07
4684 Olive Street	Residential	\$178.00	\$50.00	\$228.00
4854 Highland Street	Residential	\$345.23	\$50.00	\$395.23
5481 Palo Verde Street	Residential	\$252.76	\$50.00	\$302.76
9780 Camulos Avenue	Residential	\$110.78	\$50.00	\$160.78
		\$70,683.60	\$14,350.00	\$85,033.60

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 10-2855 APPROVING AGREEMENT NO. 10-74, AMENDMENT NO. 2 TO THE CORRIDOR DESIGN AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT TO CHANGE THE VOTING MEMBERSHIP OF THE AUTHORITY BOARD OF DIRECTORS

CONSIDER APPOINTMENT OF COUNCIL MEMBER LEONARD PAULITZ AS THE CITY'S REPRESENTATIVE TO CORRIDOR DESIGN AUTHORITY

CONSIDER APPOINTMENT OF CITY PLANNER MICHAEL DIAZ AS THE CITY'S ALTERNATE REPRESENTATIVE TO THE CORRIDOR DESIGN AUTHORITY

DATE: July 6, 2010
SECTION: RESOLUTIONS
ITEM NO.: 3
FILE I.D.: TRN100
DEPT.: PUBLIC WORKS

BUSINESS

PLAN: N/A

REASON FOR CONSIDERATION: The Corridor Design Authority has voted to amend its Joint Exercise of Powers Agreement subject to approval by all its member agencies. The governing body of each member agency has been requested to approve the amendment and designate the agency's representative and an alternate. Proposed Resolution No. 10-2855 approves Agreement No. 10-74, Amendment No. 2 to the Corridor Design Authority Joint Powers Agreement, and changes the City's alternate representative to the Authority Board of Directors. A copy of proposed Resolution No. 10-2855 is attached for the City Council's review and consideration.

BACKGROUND: The Foothill Freeway Corridor Design Authority (Authority), as it was originally known, was a joint powers authority created by cities along the proposed Foothill Freeway corridor to address design issues associated with that project. With the completion of that project, in 2001 the Authority decided to expand its involvement in transportation issues and invite other agencies to join. Members now include the cities of Claremont, Fontana, La Verne, Montclair, Rancho Cucamonga, Rialto, and Upland.

On July 2, 2001, then Mayor Pro Tem Leonard Paulitz and City Planner Steve Lustro were appointed by the City Council as Montclair's representatives to the Corridor Design Authority. On December 17, 2001, the City Council approved Agreement No. 01-166, which authorized the City's participation in the Corridor Design Authority.

The primary change created by Amendment No. 2 to the Joint Exercise of Powers Agreement is to limit the representation from each City to one Director, who shall be a Council

Prepared by: *M. Stahl* Reviewed and Approved by: *M. STARRS*
Proofed by: *[Signature]* Presented by: *[Signature]*

Member, and one alternate, who may be a staff person. The appointments were discussed by the Public Works Committee at its meeting on May 20, 2010. The Committee recommended that Council Member Leonard Paulitz be kept as the City's representative to the Authority and that City Planner Michael Diaz be appointed as the City's alternate.

FISCAL IMPACT: There are minimal fiscal impacts to the City associated with time required to attend the quarterly meetings of the Authority.

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

1. Adopt Resolution No. 10-2855 approving Agreement No. 10-74, Amendment No. 2 to the Corridor Design Authority Joint Exercise of Powers Agreement to change the voting membership of the Authority Board of Directors.
2. Appoint Council Member Leonard Paulitz as the City's representative to the Corridor Design Authority.
3. Appoint City Planner Michael Diaz as the City's alternate representative to the Corridor Design Authority.

RESOLUTION NO. 10-2855

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AGREEMENT NO. 10-74, AMENDMENT NO. 2 TO THE CORRIDOR DESIGN AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT TO CHANGE THE VOTING MEMBERSHIP OF THE AUTHORITY BOARD OF DIRECTORS

WHEREAS, the City of Montclair is a member of the Corridor Design Joint Powers Authority (Authority) which was formed on September 13, 1994; and

WHEREAS, the City Council and other Authority members now desire to approve Amendment No. 2 to that agreement to revise the membership requirements for the Authority Board of Directors; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Montclair does hereby approve Amendment No. 2 to the Corridor Design Authority Joint Powers Agreement.

BE IT FURTHER RESOLVED that the City Council of the City of Montclair does hereby appoint Council Member Leonard Paulitz as the City's representative to the Authority and City Planner Michael Diaz as the City's alternate.

APPROVED AND ADOPTED this XX day of XX, 2010.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 10-2855 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, 2010, and that it was adopted by the following vote, to-wit:

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

Donna M. Jackson
City Clerk

**AMENDMENT NO. 2 TO JOINT EXERCISE OF POWERS AGREEMENT
(CORRIDOR DESIGN AUTHORITY)**

THIS AMENDMENT NO. 2 to Joint Exercise of Powers Agreement ("Amendment No. 1") is made and entered into this _____ day of _____, 2010, by and between the Cities of Claremont, Fontana, La Verne, Montclair, Rancho Cucamonga, Rialto, and Upland, California municipal corporations (individually and collectively, "Agency" and "Agencies.")

A. Recitals.

(i) On or about September 13, 1994, the Agencies entered into a Joint Exercise of Powers Agreement thereby creating the Corridor Design Authority (the "Agreement.")

(ii) Section 2.03 of the Agreement provides that the Corridor Design Authority shall be governed by a board of directors composed of two city council members from each Agency, with alternates for each.

(iii) The Corridor Design Authority and each of the Agencies desire to amend the Agreement to provide for the governing board of directors of the Authority to be composed of one city council member from each of the Agencies, together with an alternate.

B. Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the Agencies agree as follows:

1. Section 2.03 of the Agreement is hereby amended to read to as follows:

"Section 2.03. Board of Directors.

"The Authority shall be governed by a Board of Directors composed of seven (7) members. Each Agency shall appoint one of its council members to serve in his or her individual capacity as a member of the Board of Directors without compensation. Each Director shall be entitled to one (1) vote, and shall serve at the pleasure of the appointing Agency until his or her respective successor is appointed and qualified. Each Agency shall appoint an alternate member who may be a member of the Agency's staff, and such alternate member shall be entitled to vote at any meeting of the Authority in the absence of the Director for whom the alternate serves."

2. Within thirty (30) days of the effective date of this Amendment No. 2 each Agency shall elect to retain one of the current two members it last

appointed to the Board of Directors, or it shall appoint a different city council member to serve as a Director.

3. Except as expressly and specifically modified by this Amendment No. 2, each and every term and condition of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Agencies have executed this Amendment No. 2 as of the date first set forth above.

CITY OF CLAREMONT, CALIFORNIA

By: _____

Title: _____

ATTEST:

City Clerk

Approved as to Form:

City Attorney

CITY OF FONTANA, CALIFORNIA

By: _____

Title: _____

ATTEST:

City Clerk

Approved as to Form:

City Attorney

CITY OF LA VERNE, CALIFORNIA

By: _____

Title: _____

ATTEST:

City Clerk

Approved as to Form:

City Attorney

CITY OF MONTCLAIR, CALIFORNIA

By: _____

Title: _____

ATTEST:

City Clerk

Approved as to Form:

City Attorney

CITY OF UPLAND, CALIFORNIA

By: _____

Title: _____

ATTEST:

City Clerk

Approved as to Form:

City Attorney

CITY OF RANCHO CUCAMONGA,
CALIFORNIA

By: _____

Title: _____

ATTEST:

City Clerk

Approved as to Form:

City Attorney

CITY OF RIALTO, CALIFORNIA

By: _____

Title: _____

ATTEST:

City Clerk

Approved as to Form:

City Attorney

**MINUTES OF THE REGULAR MEETING
OF THE PUBLIC WORKS COMMITTEE
HELD ON THURSDAY, MAY 20, 2010,
AT 2:00 P.M. IN THE CITY HALL
CONFERENCE ROOM, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Chairman Paulitz called the meeting to order at 2:00 p.m.

II. ROLL CALL

Present: Chairman Paulitz; Committee Member Eaton; Director of Redevelopment/Public Works Staats; Community Development Director Lustro; City Engineer Hudson; Facilities and Grounds Superintendent McGehee; Police Chief Jones

Absent: Public Works Superintendent Mendez; Ontario-Montclair School District Representative Huyck

III. APPROVAL OF MINUTES

A. Minutes of Regular Public Works Committee Meeting of April 15, 2009

It was the consensus of the Public Works Committee to approve the minutes of the Public Works Committee meeting of April 15, 2010.

IV. PUBLIC COMMENT - None

V. TRAFFIC SAFETY/CIRCULATION ISSUES

A. Ontario-Montclair School District Issues - None

B. Traffic Safety

Montclair High School is planning to expand and add a second story to some buildings. The City is currently reviewing the project's environmental documents. The City's response to the Ontario-Montclair School District referenced the environmental and the circulation issues around Montclair High School.

VI. POLICE DEPARTMENT UPDATES - None

VII. COMMUNITY DEVELOPMENT PROJECT UPDATES

Community Development Director Lustro reported the following:

- A. The draft Housing Element update will be sent to the state next week for the first review and comments.
- B. There is a new owner of the Montclair Yamaha building located at 5505 Moreno Street. The new owner operates 911 Design on State Street, which is a Porsche repair facility. The owner has intentions of moving the Porsche repair business to the Montclair Yamaha location and has proposed to clean up the building and upgrade the property. The project will take a few months to begin.
- C. Director of Community Development Lustro met with Montclair Plaza General Manager **Larry Martin** to discuss Panera Bread's interest in the empty lot at the southwest corner of Monte Vista Avenue and South Plaza Lane by The Olive Garden.

VIII. PUBLIC WORKS DEPARTMENT MAINTENANCE ACTIVITIES ITEMS - None

IX. PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION ITEMS

A. CONSIDER DESIGNATION OF CITY OF MONTCLAIR REPRESENTATIVE TO DESIGN CORRIDOR AUTHORITY AND DISCUSSION OF AMENDMENT NO.1 TO JOINT EXERCISE OF POWERS AGREEMENT

A joint powers authority was originally established to address design corridor issues with the California 210 Freeway. After the 210 Freeway was completed, the Design Corridor Authority expanded its authority to all freeway areas in the West End. Council Member Paulitz is the current City appointee and Director of Community Development Lustro is the alternate. Staff received a letter from the Design Corridor Authority regarding an amendment to the Agreement. The Design Corridor Authority would like to modify the language of the Agreement and appoint primary and alternate representatives. The Committee concurred to keep Council Member Paulitz as the primary and add City Planner Diaz as the alternate because he is attending the meetings.

B. CONSIDER POLICY TO WAIVE CITY FEES ON CITY PROJECTS

Staff must frequently pull building permits for various projects throughout the City. Permits are required to ensure the work is done to code and properly inspected. There are typically fees associated with building permits, and staff suggested the City Manager issue a memorandum asking the Building Division to

waive fees on all City projects. The Committee concurred, so this item will be submitted to the City Council.

X. CAPITAL PROJECTS UPDATE

City Engineer Hudson reported the status of the following capital improvement projects:

A. MISSION BOULEVARD IMPROVEMENT PROJECT

Staff opened bids for Mission Boulevard Phase 8 (Benson Avenue to Central Avenue). The Engineer's estimate was \$3.4 million, and the lowest bid came in at \$2.4 million. The unit prices came in lower than Mission Boulevard Phase 7. Staff may be able to incorporate the undergrounding to clean up the Central Avenue and Mission Boulevard intersection. Edison has been contacted regarding the design of the undergrounding. Mission Boulevard Phase 7 is complete and is in the landscape maintenance period, which will continue for three months. Staff collaborated with the San Bernardino Associated Governments to gain additional funding for the Monte Vista Avenue Grade Separation Project by having Redevelopment Agency funds slated for Mission Boulevard Phase 9 (west of Pipeline Avenue) replaced with federal funds. Since there is already federal environmental clearance, there is really no delay other than the time it takes to process the request for authorization to advertise through the California Department of Transportation. California Transportation Commission (CTC) action is required to get the project allocated, and it should go to the CTC in June. Upon approval, the Redevelopment Agency Board of Directors will be presented with a Resolution making certain findings to allow Agency funds to be used for the Monte Vista Avenue Grade Separation project; and staff will resume right-of-way acquisition.

B. RAMONA GRADE SEPARATION PROJECT

The project is complete, and the grade separation is open to traffic. There is an issue at the intersection at Dale Street and Camulos Avenue. The traffic signal is currently on red flash, but motorists are proceeding through the signal without stopping. The signal will remain on red flash until the signal timing is set next Wednesday. At Brooks Street and Ramona Avenue, there is currently a two-way stop; and it may have to be changed to a four-way stop because of a sight-distance issue. City Engineer Hudson is going to look into the matter further.

C. MONTE VISTA GRADE SEPARATION PROJECT

Staff is not currently working on right-of-way acquisitions pending additional funds being added. Staff is working on issues involving

Mr. Ealy, who submitted a letter through his attorney requesting additional compensation despite the City's finalizing a settlement agreement a year ago for \$1,350,000. Staff met with the City Attorney yesterday, and a response letter will be sent to **Mr. Ealy's** attorney regarding negotiations so the City does not have to go back to court. **Mr. Ealy** is asking for an increase of \$40,000, and staff will work with **Mr. Ealy** to resolve the matter.

D. YOUTH/SENIOR CENTER FACILITIES

There continues to be an issue with two of the air conditioning units at the Youth Center. The plans and specifications for the Youth Center call for Carrier units to be installed, but the specifications also approved alternate units, such as York. The contractor opted to use the alternate York units, but the design was based on the Carrier units. The Carrier units were to be oriented in such a manner that each unit would be easily maintained without affecting the other unit. When the contractor opted to go with the York units, they did not go back and redesign for York units; as a result, the two units were installed side by side and they are only a few inches apart. In order to complete maintenance on the units' economizers (located on the side of the unit), the units would have to be completely removed in order to service the other unit. There is supposed to be at least a two-foot clearance between the units. One unit should not have to be taken apart to service another. One of the units should have been rotated 180 degrees when installed. The electrical engineer is currently considering an alternate unit. The other issue is that the rollup doors still do not function; the issue is either the designer's or contractor's responsibility. The rollup doors have motors that operate on voltage, which is unavailable in the Youth Center. A transformer should be installed to adjust the voltage.

The contractor indicated that the Senior Center should be completed by the end of August; however, staff must be trained on operation of the mechanical systems. The training will extend until mid-September. Progress is being made, but the project will probably not be completed until the end of September or beginning of October.

E. MONTERA ELEMENTARY SCHOOL SOCCER FIELD

The soccer fieldwork has been completed; but after completion, staff received some complaints from the residents to the north that soccer balls were landing in their yards. This is not a problem the project created; it has been an ongoing problem since the school was built. The school asked the City to install a 30-foot-high screen along the fence line to prevent balls from going into residents' yards, and the project has been approved by the City Council. The fence installation will be paid for with Park Develop-

ment funds. Staff has received approval the Division of the State Architect for the project.

F. FREMONT AVENUE PHASE II IMPROVEMENT PROJECT

The first phase of the project has been completed along the east side of the street, north of Phillips Street. Phase 2 is currently being designed. The civil design company is TMAD. The company has surveyed the site and submitted the cross sections to staff for review. The Project Manager has been out for the last four weeks and should be back next week; staff will be able to review the cross sections at that time.

G. INTERSECTION IMPROVEMENT PROJECT - PHASE II

Heavy bus use in the City has caused rutting in numerous intersections. Staff has been working on improvements to these intersections in phases. In Phase I, staff completed the Holt Boulevard/Central Avenue intersection along with a few others. Phase II will address the intersections of Palo Verde Street/Central Avenue, Monte Vista Avenue/Arrow Highway and Holt Boulevard/Ramona Avenue.

XI. ADJOURNMENT

At 2:40 p.m., Chairman Paulitz adjourned the Public Works Committee.

Submitted for Public Works Committee approval,



Alicia Johnson
Transcribing Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT COMMITTEE HELD ON
MONDAY, JUNE 21, 2010, AT 6:00 P.M. IN THE CITY
HALL CONFERENCE ROOM, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Council Member Paulitz called the meeting to order at 5:59 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Dutrey; Council Member Paulitz; Acting City Manager Starr; Fire Chief Ament; Police Chief Jones; Deputy Fire Chief Shiba; City Attorney Robbins; and Attorney-At-Law Kenneth Dapeer for City Prosecutor Eckart

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meeting of April 19, 2010.

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of April 19, 2010.

IV. PUBLIC COMMENT - None

V. OLD BUSINESS

- A. Council Member Paulitz mentioned concern regarding a property on the north side of San Bernardino Street between Central Avenue and Benson Avenue that has gravel over plastic in 100 percent of the front yard. The Code Enforcement Unit will follow-up on this matter.
- B. Council Member Paulitz stated that he witnessed a yard sale on a vacant lot at the northeast corner of Poulsen Avenue and Kingsley Street. Fire Chief Ament informed Council Member Paulitz that the vacant lot and the residence next to the vacant lot are separate parcels owned by two different individuals that are related to each other.
- C. Council Member Paulitz expressed concern that some permitted yard sales appear to have too much merchandise or new merchandise for sale. Code Enforcement Officers will spot-check permitted yard sales for excessive or nonpermitted merchandise.

- D. Police Chief Jones discussed the Noise Ordinance informational flyer that will be sent to the public with the sewer and trash bills. Fire Chief Ament suggested that the Ordinance No. be added to the flyer.
- E. Police Chief Jones stated that from January 2010, through June 2010, Montclair Police Officers have responded to 163 calls for outdoor parties and 319 calls for loud-music complaints.

VI. NEW BUSINESS

- A. Attorney-At-Law Dapeer lead a discussion regarding the property located at 10148 Bel Air Avenue. The bank responsible for this property has abated all the violations. The total amount of fines assessed to this property is \$41,000. The Committee discussed reducing the amount of fines to approximately half of its total value. Future situations involving large fines such as this will be monitored on a case-by-case basis. The Code Enforcement Unit will investigate the possibility of utilizing a combination of Administrative Citation fines and Abatement Liens (for front yard areas) in conjunction with posting 10-day Notices to Correct. Mayor Pro Tem Dutrey commended the Code Enforcement Officers for their hard work concerning 10148 Bel Air Avenue.
- B. Mayor Pro Tem Dutrey requested that a report be made at the next meeting regarding the possibility of limiting permitted yard sales to one weekend per month.
- C. Mayor Pro Tem Dutrey expressed concern that businesses are paying residents in the City to use their property for the purpose of selling their product while posing as a resident having a personal yard sale.

VII. ROUNDTABLE DISCUSSION ON PROBLEM PROPERTIES - None

VIII. NEXT MEETING

The next meeting is scheduled for Monday, July 19, 2010, at 6:00 p.m.

IX. ADJOURNMENT

At 6:45 p.m., Council Member Paulitz adjourned the Code Enforcement Committee Meeting.

Minutes recorded by Deputy Fire Chief Shiba.

Submitted for Code Enforcement Committee approval,



Angelic J. Bird

Secretary/Emergency Services Coordinator

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JUNE 21, 2010, AT 8:27 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:27 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; and Acting City Manager Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of June 7, 2010.

Moved by Acting City Manager Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of June 7, 2010.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

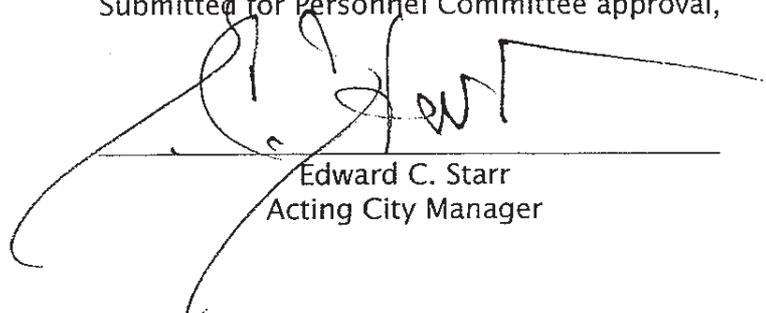
At 8:28 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:47 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:47 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
Acting City Manager