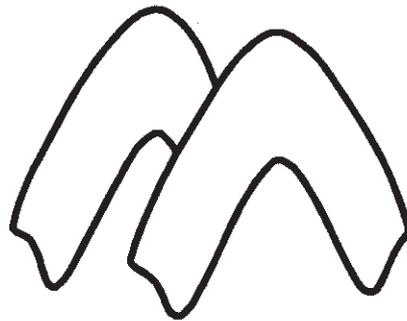


AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND
MONTCLAIR HOUSING CORPORATION

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

August 16, 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

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

August 16, 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** - None

VI. **PUBLIC COMMENT**

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

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

VII. **PUBLIC HEARINGS**

VIII. **CONSENT CALENDAR**

A. Approval of Minutes

1. Minutes of Regular Joint Council/Agency/MHC Meeting of August 2, 2010

B. Administrative Reports

1. Consider Receiving and Filing of Treasurer's Report [CC] 5
2. Consider Approval of Warrant Register and Payroll Documentation [CC] 6
3. Consider Receiving and Filing of Treasurer's Report [RDA] 7
4. Consider Approval of Warrant Register [RDA] 8
5. Consider Receiving and Filing of Treasurer's Report [MHC] 9
6. Consider Approval of Warrant Register [MHC] 10
7. Consider Authorization of a \$23,000 Allocation from the Contingency Account for Participation in the San Bernardino Associated Governments' Coordinated Regional Greenhouse Gas Inventory and Reduction Plan and Related Environmental Impact Report [CC] 11
8. Consider Redevelopment Agency Board of Directors' Authorization to Advertise for Bid Proposals for the Richton Street Police Department Impound Facility Project [CC] 51
9. Consider Approval of Lot Line Adjustment No. 2010-2 Affecting Two Parcels Located on the Northwest Corner of Mission Boulevard and Kadota Avenue and Authorize the Lot Line Adjustment be Recorded with the San Bernardino County Recorder [CC] 52
10. Consider Authorization to Purchase, Deliver, and Install Office and Activity Room Furniture for the New Senior Center from Global CMAS and United Interiors [CC] 53
11. Consider Redevelopment Agency Board of Directors' Authorization to Solicit Bids for the Real Estate Appraisal of the Property Located 10333 Pradera Avenue [RDA] 55
12. Consider Designation of Voting Delegate and Alternate Voting Delegates to the League of California Cities Annual Conference, September 15-17, 2010, San Diego, California [CC] 56

C. Agreements

1. Consider Approval of Agreement No. 10-89 with the Inland Empire United Way to Provide the AmeriCorps Volunteer Infrastructure Program [CC] 57
2. Consider Approval of Agreement No. 10-93, the Second Amendment to Lease Agreement No. 04-17 by and between the City of Montclair Redevelopment Agency and Montclair Town Center, LLC, a Delaware Limited Corporation, on Behalf of the Montclair Chamber of Commerce for the Suite Located at 5220 Benito Street [CC] 63

- 3. Consider Approval of Agreement No. 10-95 with the City of Claremont Police Department for Use of the Montclair Police Department Weapons Firing Range [CC] 65
- 4. Consider Approval of Agreement No. 10-96 with San Bernardino County to Receive Approximately \$11,183 in Matching Funds from the Fiscal Year 2010 Emergency Management Performance Grant (EMPG) Program [CC] 73
- 5. Consider Approval of Agreement No. 10-97 with American Youth Soccer Organization for Use of the Saratoga Park Multipurpose Field [CC] 84
- 6. Consider Approval of Agreement Nos. 10-98, 10-99, 10-100, 10-101, and 10-102 with All Cities Youth Baseball, Montclair Little League, and Montclair Golden Girls Softball League, Respectively, for Use of Ball Field Facilities [CC] 91

D. Resolutions - None

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE

- A. Response to Council Inquiry Related to Public Parking At and Around the Civic Center Area [CC] 126

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 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.

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

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

- 1. Minutes of the Personnel Committee Meeting of August 2, 2010 127

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).

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 Tuesday, September 7, 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 August 12, 2010.

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 16, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 1

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

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

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending July 31, 2010.

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

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending July 31, 2010.

Prepared by:

Reviewed and
Approved by:

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: August 16, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
BUSINESS PLAN: N/A	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

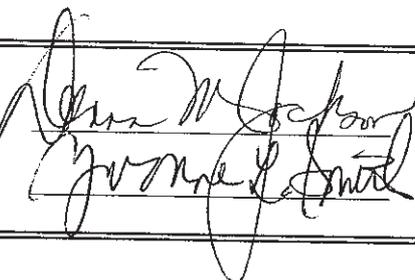
REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Register dated August 16, 2010, and Payroll Documentation dated June 20, 2010, finds them to be in order and recommends their approval.

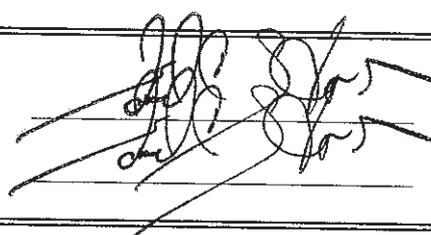
FISCAL IMPACT: The Warrant Register dated August 16, 2010, totals \$2,459,609.07. The Payroll Documentation dated June 20, 2010, totals \$854,503.84, with \$636,760.27 being the total cash disbursement.

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

Prepared by:



Reviewed and
Approved by:



Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 16, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 3

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN510

DEPT.: REDEVELOPMENT

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

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending July 31, 2010.

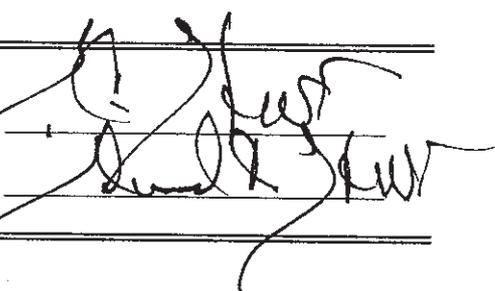
FISCAL IMPACT: Routine—report of the Agency's cash and investments.

RECOMMENDATION: Staff recommends the Agency Board of Directors receive and file the Treasurer's Report for the month ending July 31, 2010.

Prepared by:



Reviewed and
Approved by:



Proofed by:

Kathy Sactor

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: August 16, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 4
BUSINESS PLAN: N/A	FILE I.D.: FIN530
	DEPT.: REDEVELOPMENT

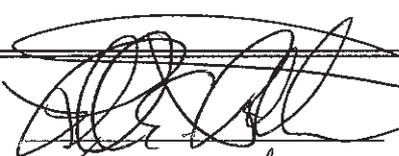
REASON FOR CONSIDERATION: State law requires the Agency Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 07/01/10 - 07/31/10 in the amounts of \$2,088.21 for Project I; \$301.10 for Project II; \$39,904.26 for Project III; \$19,985.00 for Project IV; \$45,578.02 for Project V and finds it to be in order.

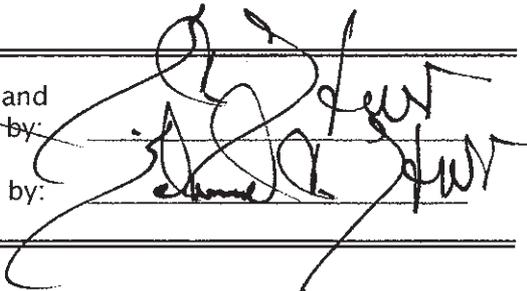
FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending July 31, 2010.

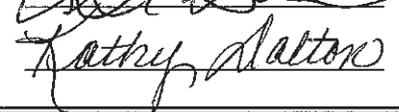
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 16, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 5

**BUSINESS
PLAN:** N/A

FILE I.D.: FIN525

DEPT.: MHC

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

BACKGROUND: Included in your agenda is a copy of the Treasurer's Report for the period ending July 31, 2010.

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

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending July 31, 2010.

Prepared by:

Reviewed and
Approved by:

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER	DATE: August 16, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 6
BUSINESS PLAN: N/A	FILE I.D.: FIN545
	DEPT.: MHC

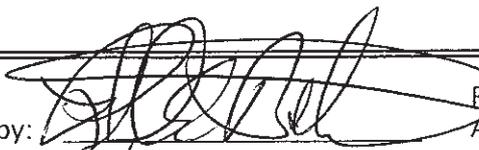
REASON FOR CONSIDERATION: State law requires the Montclair Housing Corporation Board of Directors to receive and file the Warrant Register.

BACKGROUND: Vice Chairman Dutrey has examined the Warrant Register dated 07/01/10 - 07/31/10 in the amount of \$53,947.18 for the Montclair Housing Corporation and finds it to be in order.

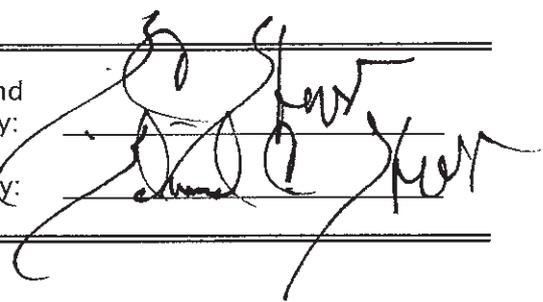
FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairman Dutrey recommends approval of the Warrant Register for the period ending July 31, 2010.

Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION OF A \$23,000 ALLOCATION FROM THE CONTINGENCY ACCOUNT FOR PARTICIPATION IN THE SAN BERNARDINO ASSOCIATED GOVERNMENTS' COORDINATED REGIONAL GREENHOUSE GAS INVENTORY AND REDUCTION PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT

DATE: August 16, 2010

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: TRN510

DEPT.: ADMIN. SVCS.

BUSINESS

PLAN: N/A

REASON FOR CONSIDERATION: The City Council, at its November 2, 2009 regularly scheduled meeting, conceptually approved the City's participation with the San Bernardino Associated Governments (SANBAG) in preparing a Regional Greenhouse Gas Inventory and Reduction Plan and related Environmental Impact Report (EIR) in compliance with provisions of Senate Bill 375—SB 375 requires local governments to control greenhouse gas (GHG) emissions by curbing urban sprawl. Subsequent to City Council action, Memorandum of Understanding (MOU) No. C10144, an agreement between SANBAG and the City of Montclair (and other local agencies), was executed authorizing SANBAG to negotiate a contract with ICF Jones & Stokes and PBS&J (the consultants) to perform the scope of work as described in Exhibit A, attached. Regional participation with SANBAG produces "economy of scale" pricing for a greenhouse gas inventory reduction plan.

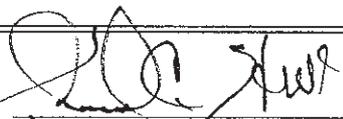
SANBAG has now determined final costs for participating cities, invoice attached as Exhibit B. The cost to the City of Montclair is \$20,292.70. The City Council approves all professional service contracts in excess of \$20,000.

BACKGROUND: The single-largest source of GHG in California is emissions from passenger vehicles. Reducing those emissions requires a reduction in California's Vehicle Miles Traveled. In order to reach California's greenhouse gas reduction goals set out in the Global Warming Solutions Act of 2006 (AB 32), SB 375 was signed into law by Governor Schwarzenegger requiring local governments to rethink how communities are designed and control urban and suburban sprawl.

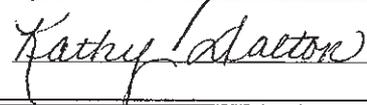
As the nation's first law to control GHG emissions, SB 375 enhances the California Air Resources Board's ability to reach AB 32 goals, establishes emissions-reduction goals for regional planning, and promotes integration of disjointed activities including transportation and land use. SB 375 also provides incentives that encourage local governments and developers to follow conscientiously planned growth patterns.

To meet stated objectives, SB 375 requires the Air Resources Board to develop regional GHG emission reduction targets. One specific goal of the legislation is to reduce GHG

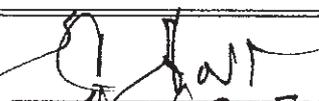
Prepared by:



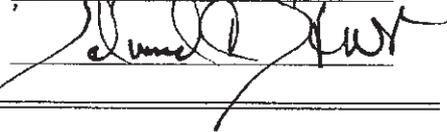
Proofed by:



Reviewed and
Approved by:



Presented by:



emissions to 1990 levels by targeting the production of emissions by automobiles and light trucks—specific goals are to be reached by 2020 (automobiles) and 2035 (light trucks).

SB 375 objectives are supported by Executive Order S-3-05, which requires reducing GHG emissions to 2000 levels by 2010 and 80 percent below 1990 levels by 2050. In addition, the 18 Metropolitan Planning Organizations in California are required to prepare a "sustainable communities strategy" to reduce the amount of vehicle miles traveled in their respective regions and demonstrate the ability for each region to attain the Air Resources Board's targets.

After adoption of a sustainable communities strategy, the Air Resources Board would evaluate progress to determine if each region is on track to meet established targets. If goals are on course for achievement, developers would receive relief from certain environmental reviews under the California Environmental Quality Act if the project is consistent with the new sustain-able community strategies; and cities would receive extra time—eight years instead of five—to update housing plans required by the state.

San Bernardino County is completing its Greenhouse Gas Inventory and Reduction Plan for unincorporated areas and County operations. SANBAG, in cooperation with cities in San Bernardino County, is coordinating preparation of a Regional Greenhouse Gas Inventory and Reduction Plan and EIR and "piggybacking" on work conducted by the County. By piggybacking, every city in the region could realize significant savings through economy of scale and produce a better and more comprehensive Greenhouse Gas Inventory and Reduction Plan by taking advantage of data gathered and lessons learned by the County of San Bernardino.

Scope of Work

Pursuant to MOU No. C10144, SANBAG, on behalf of San Bernardino County cities, negotiated directly with consultants ICF Jones & Stokes and PBS&J to serve as sole source providers to complete the Greenhouse Gas Inventory and Reduction Plan and EIR. Negotiations have been completed, and SANBAG is prepared to proceed. SANBAG shall serve as project manager and will have final approval of consultants' deliverables.

Overall objectives of the proposed scope of work include the following:

1. Provide a climate action plan tool to each city government for development of an internal inventory and reduction plan and provide technical and decision-making support as required.
2. Develop regional and local climate action measures related to the following sectors: building, energy, water, transportation, goods movement, waste, and stationary fuel combustion.
3. Develop external climate action plans for each jurisdiction.

Work would be completed in overlapping phases, grouped into the following tasks:

Task 1. Preliminary research, data source identification, and scoping

Task 2. Finalization of data source and scoping issues

- Task 3. Tool development and agency support for internal inventories and reduction plans
- Task 4. Development of regional GHG reduction strategies
- Task 5. Analysis and GHG baseline development for external inventories
- Task 6. Development of City external GHG reduction goals and strategies
- Task 7. Evaluation of GHG reduction strategy

A detailed explanation of each task is provided in MOU No. C10144.

FISCAL IMPACT: Based on information provided by SANBAG, the total cost for preparation of a Regional Greenhouse Gas Inventory and Reduction Plan and EIR is \$864,399. Of this total, SANBAG's contribution is 25 percent, or \$216,100. The remaining balance of \$648,299 is divided among participating cities as follows: half of the \$648,299 is to be spread equally among each city—this approach recognizes that there is a certain amount of work required by each agency regardless of size; the remaining balance is to be spread to each city on a per capita basis. Montclair's portion of the total cost is \$20,292.70.

Estimated costs are based on the participation of each jurisdiction that previously committed to joint development of a Regional Greenhouse Gas Inventory and Reduction Plan and EIR. Final costs may require adjustment should certain agencies choose not to participate.

The estimated cost for Montclair to separately develop its own Greenhouse Gas Inventory and Reduction Plan and EIR is unknown; however, at a minimum, City staff estimates the cost would fall between \$40,000 and \$50,000.

RECOMMENDATION: City staff recommends the City Council authorize a \$23,000 allocation from the Contingency Account (including a small contingency) to Account No. 1001-4101-52450-400 for participation in the San Bernardino Associated Governments' coordinated Regional Greenhouse Gas Inventory and Reduction Plan and related Environmental Impact Report.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING Contract C10144

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

**CITIES OF ADELANTO, BIG BEAR LAKE, CHINO, CHINO HILLS, FONTANA, GRAND TERRACE,
HESPERIA, HIGHLAND, LOMA LINDA, MONTCLAIR, NEEDLES, ONTARIO,
RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, TWENTYNINE PALMS,
VICTORVILLE, YUCAIPA, AND THE TOWN OF YUCCA VALLEY**

**FOR PREPARATION OF SAN BERNARDINO COUNTY REGIONAL GREENHOUSE GAS INVENTORY
AND REDUCTION PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT**

RECITALS:

The Memorandum of Understanding (MOU) is entered into by and between the San Bernardino Associated Governments (SANBAG) and the City of Adelanto, City of Big Bear Lake, City of Chino, City of Chino Hills, City of Fontana, City of Grand Terrace, City of Hesperia, City of Highland, City of Loma Linda, City of Montclair, City of Needles, City of Ontario, City of Rancho Cucamonga, City of Redlands, City of Rialto, City of San Bernardino, City of Twentynine Palms, City of Victorville, City of Yucaipa, and Town of Yucca Valley collectively referred to herein as "PARTIES" regarding the preparation of the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and the related Environmental Impact Report collectively hereinafter referred to as "PROJECT," and with regard to the following matters:

WHEREAS, AB 32 mandated the California Air Resources Board (CARB) to develop regulations on how the state could address global climate change and established a target of reducing greenhouse gas emissions down to 1990 levels by the year 2020; and

WHEREAS, SB 375 also calls for the reduction of greenhouse gas emissions as one of the overarching goals for regional planning; and

WHEREAS, San Bernardino County is nearing completion on a Greenhouse Gas Inventory and Reduction Plan for the unincorporated areas of the County and County government operations as part of a settlement with the Attorney General's Office; and

WHEREAS, every other jurisdiction in the County will be faced with addressing greenhouse gas emissions under the provisions of AB 32 and SB 375; and

WHEREAS, by working cooperatively and using the same consultants that are preparing the Greenhouse Gas Inventory for the County, specifically ICF Jones & Stokes and PBS&J herein referred to as "CONSULTANTS", PARTIES could benefit from work already done and realize significant savings as opposed to each agency preparing their own inventory; and

WHEREAS, it is the intent and purpose of this MOU for PARTIES to provide funding to SANBAG to procure services from CONSULTANTS to perform the Scope of Work identified in Attachment "A" regarding the PROJECT.

NOW, THEREFORE, it is mutually understood and agreed to by SANBAG and the PARTIES as follows:

1. Incorporation of Recitals

The above-referenced recitals are a substantive part of this Agreement, and are incorporated herein by this reference.

2. Scope of Work

- A. SANBAG agrees to negotiate a contract with ICF Jones & Stokes and PBS&J (the "CONSULTANTS") to perform the Scope of Work as described in Attachment "A", attached hereto and incorporated by this reference.
- B. Subject to the execution of a valid, enforceable contract between SANBAG and the CONSULTANTS, SANBAG shall be responsible for managing the CONSULTANTS in performing the Scope of Work. SANBAG's Project Manager shall approve all invoices of CONSULTANTS.
- D. SANBAG's Project Manager will have final approval of all CONSULTANTS' deliverables; however, prior to final approval of a deliverable from the CONSULTANTS, SANBAG's Project Manager will consult with the designated staff from other PARTIES.
- F. Within 30 days of final approval of this MOU, PARTIES will designate a contact staff person for the PROJECT and notify SANBAG's Project Manager with contact information for that contact staff person.
- G. For purposes of this Agreement, SANBAG designates the following Project Manager for this Project:

Ty Schuiling
Director of Planning and Programming
San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 90012
(909) 884-8276

3. Term

The term of this MOU shall begin on the Effective Date of the MOU and continue until December 31, 2011, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Services performed under this Agreement shall commence upon SANBAG's Board of Directors authorization, approval and award of a contract to the CONTRACTORS. The term may be extended subject to mutual agreement by SANBAG and PARTIES.

4. Payment

- A. Except as expressly provided herein, PARTIES shall provide the funds described in Attachment "B", attached hereto and incorporated by this reference, to SANBAG due and payable in full, thirty (30) days after the execution of this MOU.

- B. From the \$553,737.22 provided by the PARTIES and the \$231,160 provided by SANBAG as set forth in Attachment "B", SANBAG shall pay for all costs and expenses incurred by CONSULTANTS related to the Scope of Work described in Attachment "A".
- C. Except as expressly provided herein, if any funds paid in advance by PARTIES are unspent upon the completion or termination of this MOU, SANBAG shall return such funds to PARTIES in the proportions listed in Attachment "B" within 30 days of the completion or termination of the MOU.

5. Mutual Indemnification

- A. Neither PARTIES nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SANBAG or by its officers, agents, employees, contractors and subcontractors in connection with this MOU. SANBAG shall indemnify, defend and hold PARTIES and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of SANBAG or its officers, agents, employees, contractors or subcontractors in connection with this MOU, including, without limitation, procurement and management of the CONSULTANTS.
- B. Neither SANBAG nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by PARTIES, or by their respective officers, agents, employees, contractors and subcontractors in connection with this MOU. PARTIES shall indemnify, defend and hold SANBAG and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of PARTIES or their officers, agents, employees, contractors or subcontractors in connection with this MOU, including, without limitation, procurement and management of the CONSULTANTS.

6. Termination

- A. If through any cause, PARTIES fail to fulfill in a timely and proper manner their obligations under this MOU, or violates any of the terms or conditions of this MOU or any applicable Federal and State laws and regulations, SANBAG reserves the right to terminate this MOU upon thirty (30) days written notice to PARTIES. If this MOU is terminated by SANBAG as provided herein, PARTIES agree to share in any costs of termination of the CONSULTANTS contract not to exceed the actual costs of work performed by the CONSULTANTS prior to the date of termination.

7. Notice.

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SANBAG: Deborah Robinson Barmack
Executive Director
San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 90012

To City of Adelanto:	James Hart City Manager P.O. Box 10 Adelanto, CA 92301
To City of Big Bear Lake	Jeff Mathieu City Manager City of Big Bear Lake P.O. Box 10000 Big Bear Lake, CA 92315-8900
To City of Chino	Patrick Glover City Manager City of Chino P.O. Box 667 Chino, CA 91708-0667
To City of Chino Hills	Michael Fleager City Manager City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709
To City of Fontana	Ken Hunt City Manager City of Fontana 8353 Sierra Avenue Fontana, CA 92335
To City of Grand Terrace	Betsy Adams City Manager City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92313
To City of Hesperia	Mike Podegracz, P.E. City Manager City of Hesperia 9700 Seventh Avenue Hesperia, CA 92345
To City of Highland	Joseph Hughes City Manager City of Highland 27215 Base Line Highland, CA 92346

To City of Loma Linda	Jarb Thaipejr, P.E. City Manager City of Loma Linda 25541 Barton Road Loma Linda, CA 92354
To City of Montclair	Lee McDougal City Manager City of Montclair P.O. Box 2308 Montclair, CA 91763
To City of Needles	William Way Jr. City Manager City of Needles 817 Third Street Needles, CA 92363
To City of Ontario	Greg Devereaux City Manager City of Ontario 303 East B Street Ontario, CA 91764
To City of Rancho Cucamonga	Jack Lam City Manager City of Rancho Cucamonga P.O. Box 807 Rancho Cucamonga, CA 91729
To City of Redlands	Enrique Martinez City Manager City of Redlands P.O. Box 3005 Redlands, CA 92373-1505
To City of Rialto	Henry Garcia City Manager City of Rialto 150 South Palm Avenue Rialto, CA 92376
To City of San Bernardino	Charles McNeely City Manager City of San Bernardino 300 North "D" Street San Bernardino, CA 92418

10. Effective Date. This MOU shall be effective on the date on which the last of the PARTIES executes this document.

[Signature Pages to follow.]

IN WITNESS WHEREOF, the SANBAG and PARTIES hereto have executed this MOU on the date and year herein written below:

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

By: Deborah Robinson Barmack
Deborah Robinson Barmack
Executive Director

Date: _____

APPROVED AS TO FORM:

By: Jean-Rene Basle
Jean-Rene Basle
SANBAG Counsel

Date: 1-22-10

City of Montclair Signature Page

MEMORANDUM OF UNDERSTANDING Contract C10144

BY AND BETWEEN

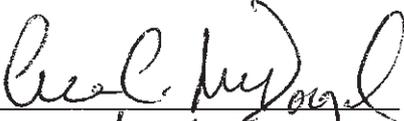
SAN BERNARDINO ASSOCIATED GOVERNMENTS

CITIES OF ADELANTO, BIG BEAR LAKE, CHINO, CHINO HILLS, FONTANA, GRAND TERRACE,
HESPERIA, HIGHLAND, LOMA LINDA, MONTCLAIR, NEEDLES, ONTARIO,
RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, TWENTYNINE PALMS,
VICTORVILLE, YUCAIPA, AND YUCCA VALLEY

FOR PREPARATION OF SAN BERNARDINO COUNTY REGIONAL GREENHOUSE GAS INVENTORY
AND REDUCTION PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year
herein written below:

CITY OF MONTCLAIR

By: 
Date: 1/20/2010

APPROVED AS TO FORM:

By: 
Legal Counsel
Date: 2-1-10

ICF Jones & Stokes Scope of Work

Project Understanding

Climate change mitigation and adaptation are a growing concern for the County of San Bernardino and cities within the County, as well as for other counties and cities around the world. The state of California has taken an aggressive stance to address global warming through AB 32, the "Global Warming Solutions Act of 2006," Executive Order S-3-05, signed by Governor Schwarzenegger, and SB 375 which calls for coordinated land use and transportation planning as a means to address climate change, and additional legislative and regulatory actions. AB 32 requires that the state's global warming emissions be reduced to 1990 levels by the year 2020. Executive Order S-3-05 established statewide GHG emission reduction targets as follows:

- By 2010, reduce GHG emissions to 2000 levels
- By 2020, reduce GHG emissions to 1990 levels
- By 2050, reduce GHG emissions to 80% below 1990 levels

It will be very challenging for the SBRCP as well as the State of California to meet these targets. Immediate actions are needed in order to reduce the cumulative and more serious impacts that would otherwise occur.

There is no learning curve for ICF for this type of work; immediately on project startup we will customize our data requirement templates for the requested GHG inventories and will use these as the basis for consulting with city and County staff, SANBAG, the South Coast Air Quality Management District (SCAQMD), as well as with utility and other public agency staff to identify where local data is available and where we will have to fall back on default data sources. The inventories themselves will be housed in ICF's standard spreadsheet tools that are ready to go, can be initially populated with default data, and then quickly updated as better local data is acquired. We will take a similar approach to strategy development, starting with a list of measures that have been taken by other local governments in California, and customizing this to the jurisdictions that participate in the SBRCP.

We know from experience that there are important differences in the methods, the data sources, and the emission reduction strategies that apply to internal operations as compared to those that apply to the external influence of city governments like those in the County of San Bernardino. In the case of internal operations, the required data (mostly records of fuel and electricity consumption) is usually readily at hand within the local government, can be easily processed to produce emission estimates, and the measures that can be taken to reduce emissions are relatively straightforward and under the direct control of the local government. In contrast, the data sources required to construct an inventory of emissions influenced by the cities and County (i.e., "external emissions sources") are dispersed and often indirect, requiring the addition of expert assumptions and methods in order to yield the GHG estimate, and the emission reduction methods are similarly indirect and have impacts that can usually only be estimated. For the internal inventories and reduction plans, we propose to provide a decision support tool to the city governments, along with data collection and tool support to ensure that each city gains familiarity with the tool for future efforts. This process will enable the cities to

customize their internal inventories and reduction plans according to the specific needs of their government operations and will facilitate future, cost effective updates of these inventories and reduction plans. However, the external inventories and reduction plans will require coordination amongst jurisdictions to obtain data, conduct analysis, and develop GHG reduction measures. For these reasons, we will conduct parallel but somewhat separate work programs for the internal and the external inventories and reduction plans.

Proposed Plan to Achieve the Program Objectives

ICF understands the overall objectives of the proposed scope to be the following:

- Provide a climate action plan tool to each city government to develop its internal inventory and reduction plan; provide technical and decision-making support for this tool as needed.
- Develop regional and local climate action measures for the following sectors: building energy water, transportation, goods movement, waste, and stationary fuel combustion.
- Develop external climate action plans for each jurisdiction participating in the SBRCPP as individual components of a regional (County-wide) climate action plan ICF has developed a proven approach to achieving these objectives and has honed this approach through implementation with several large public sector clients.

Our proposed scope of work is presented below. We envisage the work proceeding in overlapping phases, and we have grouped individual tasks accordingly:

- Task 1 – Preliminary Research, Data Source Identification, and Scoping
- Task 2 – Finalization of Data Source and Scoping Issues
- Task 3 – Tool Development and Support for City Internal Inventories and Reduction Plans
- Task 4 – Development of Regional GHG Reduction Strategies
- Task 5 – Analysis and GHG Baseline Development for City External Inventories
- Task 6 – Development of City External GHG Reduction Goals and Strategies
- Task 7 – Evaluation of GHG Reduction Strategy Implementation and Feasibility

Task 1. Preliminary Research, Data Source Identification, and Scoping

The scope for this task includes one meeting with SBRCPP at each of which three key representatives from the ICF team will attend in person. Additional in person meetings requiring ICF travel are presumed to be outside of the scope of this task.

Task 1.1 Project Startup Meeting

This task includes conducting an initial meeting with the cities, County, and SANBAG, and other participants in the regional partnership to discuss the proposed content of the work plan, schedule, budget, and communication protocols. Identify key data providers at each city and at other agencies and discuss scoping issues around the external GHG Plan.

Task 1.2 Literature and Data Source Review

We will review existing GHG emissions inventory data from SCAQMD, cities in the County, and other readily available sources including all the data developed previously in work with San Bernardino County. Through this review we will have a strong understanding of the activities taking place within the County to ensure that all major GHG sources are identified.

Task 1.3 Scoping Issues Paper

We will prepare a scoping issues paper within the first 6 weeks of the startup meeting to examine all project key issues.

Task 1.3.1 Scoping Issues for City Internal GHG Plan Tool

ICF will evaluate options for developing a tool that SBRCP member communities may use to conduct internal government GHG inventories and plan and track GHG reduction measures. ICF will draw from our experience in conducting local government GHG inventories and reduction plans for clients such as the government of San Bernardino County. ICF will draw from its library of existing tools to propose a custom tool for SBRCP.

Such existing tools include:

- The Excel-based State Inventory Tool, developed for the EPA, which provides states with data and calculations to conduct state inventories;
- The Excel-based Performance Tracking System, developed for the U.S. Capitol, which provides one module for estimating corporate-level GHG emissions and a second module for planning and tracking GHG reduction measures;
- The Microsoft Access-based GHGID software, developed for conducting corporate-level GHG inventories; and
- Additional Excel-based solutions for GHG inventory developing and reduction planning developed for regional planning agencies and other local governments. Under this task, ICF will analyze the GHG sources, proposed inventory methodology, and default reduction options that will be included in the tool. ICF will also discuss the proposed structure of the tool that balances utility and flexibility to SBRCP with resources available under this project by leveraging existing ICF tools.

Task 1.3.2 Scoping Issues for External GHG Plans

The scope for the External GHG Plans needs to be precisely understood to avoid delays and misunderstandings later in the project. The policies and activities of the cities in the County affect GHG emissions both within and outside of the geographical boundaries of each city. This analysis will set out the issues for which we require explicit sign-off from the cities in order to precisely define the scope of the External GHG Plans and the corresponding data required to complete it. This analysis will form the basis for a meeting with the SBRCP (under Task 2) in which we will gain clarification of any possible scoping issues related to the External GHG Plans.

Task 1.3.3 Scoping Issues for Local and Regional GHG Reduction Measures

Certain sectoral reduction strategies (including energy efficiency and renewable energy) can be addressed through local city action, but may be able to be more efficiently implemented with regional cooperation. Specific sectors (i.e., water, transportation, goods movement, waste, and stationary fuel combustion) may be more effectively addressed through a combination of local and regional GHG reduction measures. These measures require the cooperation of numerous public agencies and may address emissions that span multiple cities and jurisdictions within the County. As such, the scope for the local and regional GHG reduction measures should also be precisely understood to avoid delays and misunderstandings later in the project. This short paper will set out the issues for which we require explicit sign-off from the SBRCP in order to precisely define the scope of the local and regional GHG reduction measures and the corresponding data required to complete these measures. This analysis will form the basis for a meeting with the SBRCP (in Task 2) in which we will gain clarification of any possible scoping issues. This scoping paper will also specifically address how to scale each of these emissions sources and associated reductions to the city-level so that these sources can be integrated into the individual city External GHG Reduction Plans.

Task 2. Finalization of Data Source and Scoping Issues

The scope for this task includes two meetings with SBRCP at each of which two key representatives from the ICF team will attend in person. Additional in person meetings are presumed to be outside of the scope of this task.

Task 2.1 Internal GHG Plan Tool Scope Meeting

The analysis prepared in Task 1.3.1 will form the basis for a discussion with the objective of clarifying and finalizing any issues related to the scope of the Internal GHG Tool.

Task 2.2 External GHG Plans Scope Meeting

The analysis prepared in Task 1.3.2 and 1.3.3 will form the basis for a discussion with the objective of clarifying and finalizing any issues related to the scope of the External GHG Plans.

Task 2.3 Final Scoping Issues Paper

Upon receipt of comments from SBRCP and after Task 2.1 and 2.2, ICF will revise the memo, which will serve as the template for subsequent actions.

Task 2.4 Candidate Measures for City External GHG Plans

Once the scope for the External GHG Plans has been specified in detail, we will compile a list of candidate measures for the External GHG Plans by drawing on our own experience, the literature review, and interviews with SBRCP and SCAQMD staff.

Task 2.5 Data Acquisition for City External GHG Inventories and Plans

Following completion of Tasks 2.3, we will contact (via phone and email) members of the SBRCP, the SCAQMD, and other potential data providers to identify and acquire the data needed for the External GHG Inventories and Plans.

Task 3. Tool Development and Support for City Internal Inventories and Reduction Plans

ICF has worked with a variety of governments and private entities to develop corporate-level GHG inventories and reduction plans using a combination of established protocols, available platforms such as the ICLEI Clean Air and CACP software, and custom Microsoft Excel- and Access-based systems. In this case, ICF believes that the SBRCP will be best served with an interactive tool specific for SBRCP city governments. Such a tool would rely on existing protocols and methodologies, would be designed to be flexible enough to meet the SBRCP's needs now and in coming years, and would employ a user-friendly interface that is informative and easy to use. Specifically, the tool would be consistent with the CARB Local Government Operations Protocol (LGOP). This approach would allow the SBRCP's member communities to build capacity in local government to conduct GHG inventories, understand reduction options, and monitor progress as plans are implemented. ICF seeks to provide the SBRCP with the means to understand government GHG emissions and actively conduct reduction activities well after the project has been completed.

The scope for this task includes one training with SBRCP in which two key representatives from the ICF team will attend in person. Additional trainings or in person meetings requiring ICF travel are presumed to be outside of the scope of this task.

Task 3.1 Develop Internal Inventory and Reduction Planning Tool

ICF will develop a tool for SBRCP's member communities to use to conduct internal GHG inventories and plan GHG reduction activities. The tool will contain all major sources of GHGs common to inventories such as buildings, vehicle fleets, employee commuting, streetlights,

water and wastewater, and waste management, as well as any other sources relevant to SBRCP's member communities. The tool will assist with emissions forecast projections and will also contain built-in reduction measures, such as building, vehicle, and lighting energy reduction and energy efficiency, as well as new measures that may be added by users. ICF will maximize efficiency under this task by adapting existing tools for this purpose. Screenshots of some existing tools are provided on the following page. ICF will develop a brief user's guide to be distributed with the tool.

Task 3.2 User Support for Internal Inventory and Reduction Planning Tool

ICF will distribute the tool and user's guide and will provide initial support to users of the tool developed under Task 3.1. ICF will provide a training session for representatives of the member cities in SBRCP; this training session will be conducted in person. ICF will create an email account for users to contact when they are encountering difficulty or require guidance during initial use (limited to first month after training session). The amount of technical support will be limited to the hours included in the final scope for this task and will need to be specifically defined by the SBRCP to assure adequate budget. ICF will monitor this account and respond to inquiries as needed. If users identify any changes needed to the tool during the initial review, ICF will provide one update either via a patch or with an updated file, depending on the nature of the changes.

Task 3.3 Peer Review of Internal GHG Inventory and Reduction Plans (Optional – Not included in Scope)

As an optional task, ICF could provide peer review of the internal GHG inventories and reduction plans prepared by the cities within the SBRCP. This task, if added to this scope, would consist of review of the inventory and reduction plan prepared by the individual cities, provision of peer review comments and suggested revisions. Actual changes to the inventories and reduction plans are presumed to be done by the cities themselves. Depending on the desire for this service and the number of cities requesting this support, ICF can prepare a budget augment request to cover this additional service.

Task 4. Development of Local and Regional GHG Reduction Strategies

ICF has already developed local GHG reduction strategies applicable to San Bernardino County through its work for the County. We expect to do little additional development of these local measures as they are expected to be directly applicable to the cities within the County. These measures primarily focus on building energy efficiency and renewable energy for residential and commercial applications.

As described above, specific emissions sectors may be more effectively addressed through a combination of local and regional GHG reduction measures, particularly if the emissions associated with these sectors span several jurisdictions and are under the authority of several different agencies. The reduction measures associated with these regional emissions sources will require the cooperation of numerous public agencies. We will address the following sectors in parallel to develop emissions inventories and reduction measures for these sectors: water, transportation, goods movement, waste, and building energy.

The scope for this task does not include any in person meetings with SBRCP. Any in person meetings for this task are presumed to be outside of the scope of this task.

Task 4.1 Water

We will evaluate the GHG emissions reduction potential for the water sector in San Bernardino County. Analysis will be conducted to determine an annual per acre foot demand of water that is consistent with meeting the per capita water use reduction goal of "20x2020", as defined by

the Governor's *Water Conservation Statewide Implementation Plan*. In February 2008, Governor Schwarzenegger called for a 20 percent reduction in per-capita water use by 2020 (i.e., "20x2020") and initiated development of an aggressive plan of conservation to achieve that goal. The Department of Water Resources, the State Water Resources Control Board, the California Energy Commission, the Public Utilities Commission, the Department of Public Health, the Air Resources Board, CALFED, and the U.S. Bureau of Reclamation have been actively preparing a statewide implementation plan to achieve this goal. The "20x2020" Agency Team has prepared a report that includes regional baseline urban water use data with water conservation targets for year 2020, a strategy for achieving those targets, and an implementation plan.

We will review relevant energy use data embedded in pertinent water processes throughout the County. We will review relevant data, as available, for groundwater pumping, water treatment and distribution, wastewater treatment, and reclamation systems. Additionally, we will include the water conveyance facilities from the State Water Project (SWP) and the Metropolitan Water District of Southern California. Urban water management plans will provide a standard template of water sources and demand projections upon which our energy consumption forecasts will be made for 2020. Available additional data sources that may be reviewed, if needed, would consist of General Plans and reports authored by the California Energy Commission (CEC) and Department of Energy. This analysis will be conducted for public agencies only, including special districts and municipalities that provide urban and agricultural water to the County. The intent of data collection is not a comprehensive water demand analysis for the county. This will be a generalized assessment of water demand informed by local conditions, but not necessarily reflective of precise water energy use on the ground.

The embodied energy use for water transport from outside of the County will be obtained from the CEC 2006 report, *Refining Estimates of Water-Related Energy Use in California*. This report provides proxies for embodied energy use for water in southern and northern California. Information in the CEC 2006 report regarding electricity usage and loss factors, as well as imported water quantities obtained from the urban water management plans, will be used to calculate indirect emissions from water importation to the County from the Colorado River and from the SWP. Emissions calculations will be based on electricity emission factors and guidance from the CCAR General Reporting Protocol.

Task 4.1.1 Develop and Evaluate Best Management Practices for Energy-Water Conservation (Optional – Not included in Scope)

As an optional task (not included in scope/cost estimate) we could further develop and evaluate a series of Best Management Practices (BMPs) for energy-water conservation purposes. We propose to develop and apply these BMPs as site specific case studies to determine their effectiveness and feasibility at achieving the 20% water conservation goal. BMPs may include some of the 14 water conservation BMPs already developed by the California Urban Water Conservation Council and in use throughout the state. Results of this task could inform the County and local water purveyors of additional means of implementing their 2010 Urban Water Management Plans consistent with meeting GHG reduction strategies.

Task 4.2 On-Road Transportation

On-road transportation emissions for the County will be based on estimates of regional vehicle miles traveled (VMT) and speed class. DKS Associates (DKS) will act as a subconsultant to ICF to configure and run SCAG's travel demand model for different land use and transportation scenarios. Estimates of regional VMT by vehicle and speed class for each origin-destination (OD)

pair and scenario will be determined from the travel demand model. VMT estimates will then be aggregated as a daily total, with a weekday average. Unless otherwise requested, ICF will not consider the effects of congestion on emissions since this analysis would greatly increase the computational requirements. In addition, there are also methodological concerns about the accuracy of using EMFAC2007 to estimate the effects of congestion on emissions. Our approach to the calculation of on-road transportation emissions is divided in five sub-tasks:

1. Define land use scenarios;
2. Define transportation scenarios;
3. Develop VMT assessment methodology;
4. Setup and run TDM;
5. Calculate emissions.

Task 4.2.1 Define Land Use Scenarios

On-road emissions estimates for 2020 will be based on several VMT forecasts. These VMT forecasts will be developed based on potential scenarios for land use development patterns and the transportation network in San Bernardino County to 2020. We will work with SANBAG, SCAG and other local jurisdictions in San Bernardino County to define up to six scenarios to be tested. The six scenarios will be a combination of land use scenarios and transportation scenarios. Three potential sources for land use scenarios in San Bernardino are:

SCAG's 2008 RTP – SCAG's Long-Range Transportation Plan (RTP) contains a VMT forecast for San Bernardino County, which is based on an integrated growth forecast of population, employment, households, and housing units. The forecast was developed with input from state and federal sources, as well as input from local general plans. As part of this process, VMT forecasts including origin-destination pairs in San Bernardino County were developed. This data can be fed directly into emissions models. The 2008 RTP also included an alternative "envision" scenario that focused on regional jobs-housing balance, but did not follow local plans in some areas and was not fully vetted during the RTP process.

SCAG's Conceptual Land Use Forecast – In response to forthcoming requirements from California's SB 375 legislation, SCAG has developed a conceptual land use scenario, which maintains county level growth forecasts from the 2008 RTP and maintains city level growth forecasts within 10%, but focuses growth in regional and local transit networks, and in high intensity areas as well as some vacant lower density areas. SCAG estimated that the conceptual land use scenario would reduce transportation CO2 emissions by 1.5 MMt below the 2008 RTP scenario in 2020. Data and maps are available on the SCAG website at the subregional level, showing changes in housing and employment by Traffic Analysis Zone (TAZ), as well as the location of specific development zones and transportation network improvements. These will be input to a travel demand model to develop origin-destination pairs for San Bernardino County.

Hybrid Land Use Forecast – A third development scenario for San Bernardino County could be developed based on additional input from local governments. This scenario would reconcile SCAG's Conceptual Land Use Forecast with likely revisions to General Plans. Local governments could review the assumptions in the Conceptual Forecast and determine whether and how they would modify their General Plans to be consistent with that forecast. This more fully vetted version of the Conceptual Forecast would then be input to a travel demand model to develop origin-destination pairs for San Bernardino County. We presume that any hybrid land use forecast would be developed by SANBAG and the cities and that ICF would not prepare this forecast.

4.2.2. Define Transportation Scenarios

The transportation scenarios will illustrate variation in highway and transit facilities and services, but will also incorporate trip and VMT reduction measures. We will work with SANBAG, SCAG, and SBRCF to define appropriate trip and VMT reduction measures to include in the transportation scenarios to be tested and to define how the team will evaluate the effectiveness of those measures. The measures to be considered will include measures that encourage mode shifts or increases in vehicle occupancy, measures that produce better traffic operations and measures that promote less environmentally harmful freight movement methods. We expect to identify activities consistent with previous projects and programs, the RTP and other relevant long-range transportation programs. Reductions of regional transportation emissions will be estimated for the activities defined by the stakeholder group listed above. Three potential sources for transportation scenarios in San Bernardino are:

SCAG's 2008 RTP – The 2008 RTP transportation network could be analyzed.

SCAG's Sustainable Communities Strategy – SCAG will be developing an alternative network to support the SCS. If this is developed in time to support this work, this network could be analyzed.

Alternative Transportation Network (not included in scope) – Alternatives to the 2008 RTP or the SCS could be analyzed as developed by SANBAG or the partnership cities. Given the level of analysis that might be necessary to modify the model to analyze such a network, this is not included in this scope as it is difficult to quantify the level of effort necessary to modify the model for an as yet undefined transportation network.

4.2.3. Develop VMT Assessment Methodology

VMT will be calculated based on the number trips between O-D pairs and the distance of those trips. The distance between each O-D pair will be determined from the shortest time path through the congested network as determined in the final iteration of highway assignment. Distance corrections might be necessary for those trips with an origin or destination outside the region boundary, and for trips within the same municipality. The VMT estimates for each O-D pair will be allocated to specific municipalities based on a 50-50 split (i.e., VMT is allocated equally between origin and destination) unless SANBAG would like to use a different methodology. The use of the 50-50 split provides a balance between trip generators and trip attractors, and avoids the allocation of through trips to municipalities that are simply conduits for trips. As a result, it enables the evaluation of emission reduction strategies that might be targeted at individual municipalities.

The allocation of VMT by vehicle and speed class will be allocated to local jurisdictions by comparing a GIS layer of jurisdiction boundaries with the GIS description of the model TAZs. Travel data associated with origin or destination TAZs will be allocated to jurisdiction in proportion to the amount of area of each TAZ in a jurisdiction. DKS will also work with the other project participants to define an appropriate set of performance measures from the modeling process and a format for reporting those measures that best facilitate the development of GHG emissions estimates or other environmental performance measures.

4.2.4. Setup and Run TDM

DKS will acquire and use the SCAG model that was used in the development of the 2008 RTP update. DKS will prepare the SCAG TransCAD model for the baseline modeling of the six scenarios. Three of these have been defined previously, but a fourth could include alternative

transportation facilities and services that can be represented in the SCAG model. DKS will prepare runs of the model for these four baseline scenarios and provide the appropriate output measures and defined in Task 4.2.1.

- Enter land use and transportation network inputs. DKS will work with the project team to define the land use and transportation inputs for each scenario. DKS will then apply the land use allocations and perform network coding as necessary, translating the scenario elements into TransCAD model inputs compatible with the SCAG networks, land use/socio-economic databases and TAZ structure.
- Run model for four initial scenarios. DKS will prepare model runs for each SCAG model time period (AM Peak, PM Peak, midday and night) for each scenario. Preliminary results of each scenario will be distributed for review by a Technical Advisory Committee and the scenarios will be refined if necessary. For any scenario that is modified, a final set of model runs will be produced.
- Provide VMT, VHT, speed data, trip characteristics, and other outputs for up to four scenarios (without VMT reduction strategies) summed by trip origin & destination TAZ and by jurisdiction. For the final set of model runs for each scenarios, DKS will produce the full set of performance measures agreed to in Task 4.2.1 (in the previous agreed format). The selected measures of effectiveness (e.g., VMT, VHT and speed data) will be summed by trip origin and destination TAZ and summed by jurisdiction.
- Run two additional reduction scenarios to quantify VMT results. DKS will set up and run the TDM Effectiveness Evaluation Model (TEEM) for evaluation of the trip and VMT reduction measures. Preliminary results of each scenario will be distributed for review by a Technical Advisory Committee; the scenarios will be refined if necessary. For any scenario that is modified, a final set of model runs will be produced. For the final set of model runs for each scenario, DKS will produce the full set of performance measures agreed to in Task 4.2.1 and in the format agreed to.

4.2.5. Calculate Emissions and Reductions

We will use EMFAC2007 to calculate emissions from CO₂ and CH₄. EMFAC2007 does not currently estimate emissions of N₂O. To evaluate the impact of the recently proposed national CAFE standards, we will adjust the emission factors for each model year of each vehicle type based on the default fuel efficiency in EMFAC2007 and the revised fuel efficiency from the new standards. We will consider a business as usual case in EMFAC2007 and the proposed national CAFE standards (which will be assumed to be equivalent to the AB 1493 scenario). We will use EMFAC2007's default vehicle age distribution to estimate composite emission factors by vehicle type, unless we are able to obtain more specific vehicle age distributions for the study region.

For many of the transportation reduction measures, it will be necessary to estimate the amount of VMT reduced in order to estimate the impact on GHG emissions. Some measures may require estimation of other parameters, such as a reduction in congestion or freight mode shift from truck to rail. ICF has recently conducted relevant analysis for the City of Los Angeles. We evaluated the net GHG emissions reduced from several types of transit services provided by the City, including the Commuter Express and the Downtown DASH, by estimating the automobile trips reduced by expanding these systems. Where appropriate, we will follow American Public Transportation Association's recently released "Recommended Practice for Quantifying Greenhouse Gas Emissions from Transit". We will calculate the emissions reduced

by regional transit services. We will also adapt the protocol as needed to calculate emissions savings possible from specific transit measures. (The protocol is primarily intended to support the development of inventories.) Estimates will include the GHG impact of transit measures through mode shift, congestion reduction, and compact development, as appropriate. Ridership impacts of specific transit services should be provided by transit agencies. We will use DKS' TDM Effectiveness Evaluation Model (TEEM) to evaluate trip reduction for passenger travel for up to two transportation scenarios. TEEM uses baseline travel information by mode from a regional or countywide model to determine base mode shares by trip end. Changes in trip ends by mode that result from TDM strategies can be used to modify vehicle trip tables by time period. The modified trip tables can be used in new traffic assignments to estimate the impacts of the TDM programs of traffic flows on links in the network. TEEM is designed to evaluate the potential effectiveness of seventeen different TDM strategies by predicting changes in AM Peak vehicle trips, daily vehicle trips, VMT, and person throughput. Each of the seventeen strategies can be tested either individually or in combinations. TEEM uses effectiveness factors for TDM strategies that are derived from national research on TDM applications.

Task 4.3 Goods Movement

Goods movement is a significant source of GHG emissions in San Bernardino County. Southern California is the nation's largest gateway for international trade, and a large portion of containers imported through the Ports of Los Angeles and Long Beach pass through the County on trucks and trains. The County also has Southern California's largest concentration of warehousing activity, in the vicinity of Ontario Airport. Over the last 20 years, GHG emissions from goods movement have grown rapidly due to strong growth in freight demand coupled with relatively modest improvement in the fuel efficiency of trucks, locomotives, and other goods movement equipment.

Opportunities to reduce goods movement emissions in San Bernardino County are somewhat limited because of the long-distance nature of much of the traffic, limited jurisdictional authority over private freight carriers, and the strong link between goods movement and the regional economy. Nonetheless, a comprehensive climate change strategy should address the goods movement sector.

ICF will identify strategies for reducing goods movement GHG emissions and, to the extent possible, quantify the impact of these strategies on regional GHG emissions. Some of the most promising strategies are regional in nature, and therefore outside direct control of San Bernardino County city governments. For example, the Regional Transportation Plan includes a system of dedicated truck lanes for low emission trucks that might pass through San Bernardino County. Building off its Multi-County Goods Movement Action Plan, SCAG is currently developing a Comprehensive Regional Goods Movement Plan that will further evaluate options for major investment in goods movement corridors, including both truck lanes and freight rail system improvements. ICF is part of the consultant team developing this plan, so we will be able to make use of any interim products that assist in development GHG strategies. Other GHG reduction strategies for goods movement are more local in nature. For example, modifying loading/unloading practices at warehouses can help reduce truck idling emissions. Local governments can also take steps to encourage use of biodiesel and other low carbon fuels, not only by their municipal fleets but also by private fleets that operate in their borders. In some cases, roadway system efficiency improvements can reduce truck emissions, including elimination of railroad at-grade crossings and traffic flow improvements. There are also opportunities to reduce GHG emissions from goods movement equipment that operates within terminals and warehouses, including forklifts and the cargo handling equipment at

rail yards. We will first develop a comprehensive list of goods movement emission reduction strategies, then discuss with the SBRCP which short list of strategies are worthy of inclusion. We will quantify the GHG benefits of the short list of strategies to the greatest extent possible, given data limitations. For example, it would be relatively easy to estimate GHG impacts from local strategies that reduce truck idling or VMT. Quantifying the GHG impacts of strategies that change truck or railroad speed and congestion levels would likely require regional network modeling, and could only be done if supported by SCAG or SANBAG modeling. For strategies that would be implemented at a large number of locations in the County, like warehouses, we would need to obtain additional data from SANBAG or SCAG on the number and size of warehouses and obtain detailed information from the SCAG truck model.

Task 4.4 Waste

Although many of the landfills in the County are owned and operated by the County government and by private entities, the waste deposited in these landfills is generated throughout the County. To address both reductions that can be achieved at the landfill site as well as through individual practices, we will evaluate emissions from solid waste management for the region using two methods: 1) site-based emissions (e.g., direct emissions from a specific landfill regardless of where the waste originated) and 2) population-based emissions (e.g., indirect emissions associated with waste generated in the region, regardless of where that waste is disposed). We will avoid potential double counting issues by including only the direct or the indirect emissions in the final inventory results, although both emissions estimates may be included for informational purposes.

The site-based approach can identify landfills that may be candidates for methane flaring or capture. The population-based estimates can identify opportunities for regional or city-wide waste reduction measures through source reduction, recycling, or composting. In both methodologies, the first order decay equation presented in EPA's AP-42 guidance (U.S. EPA 1990) and implemented in the U.S. Inventory and EPA's State Inventory Tool can be applied. This type of equation calculates the emissions from waste disposal over a period of time.

Task 4.5 Industrial and Stationary Sources

Additional GHG emissions occur as a result of stationary fuel combustion from industrial and other activities. Stationary combustion sources are non-mobile sources emitting GHGs from fuel combustion. Typical stationary sources include power plants manufacturing facilities (including natural gas combustion for heating purposes). We will estimate GHG emissions from fuel consumption according to California Climate Action Registry (CCAR) protocol, and CARB, EPA, or IPCC where appropriate. Since these stationary sources are typically not under the control of individual cities, we will evaluate emissions and potential reduction measures at the regional level. It is likely that the majority of the emission reductions for this sector will be attributed to state regulations.

ICF has previously obtained stationary fuel consumption data from the SCAQMD for the entire County and its unincorporated areas, so there will little additional effort needed for this sector's data at a regional scale. However, obtaining this data by end-use sector for individual cities can be challenging. In Task 5.1, we will coordinate with the appropriate data providers to determine the best methodology for scaling this fuel consumption data by city. We can estimate fuel consumption for each city by distributing by population, residential/commercial/industrial square footage, residential/commercial/industrial electricity or natural gas consumption, or other appropriate methodologies.

Task 4.6 Building Energy

An important source of city GHG emissions is indirect emissions from electricity consumption. Indirect emissions from electricity consumption occur as a result of combustion of fossil fuels at power plants for electricity production. To estimate the emissions related to electricity and natural gas consumption for each city, we will contact the utilities which provide electricity and natural gas to the areas within the boundary of each city. We will request electricity and natural gas consumption by end-use sector (i.e., residential, commercial, industrial, and institutional). Electricity providers in San Bernardino County include Southern California Edison, the City of Colton, Bear Valley Electric, and the City of Needles. Natural gas providers include Southwest Gas Corporation and the Southern California Gas Company. We have previously obtained electricity and natural gas consumption data from these utilities and have coordinated with their data collection efforts for preparation of the San Bernardino County GHG Inventory Report and GHG Emission Reduction Plan. We will estimate GHG emissions from electricity and natural gas according to the CCAR protocol. We will use utility-specific electricity and natural gas emission factors where applicable, and region-specific emission factors in all other cases.

Task 5. Analysis and Greenhouse Gas Baseline Development for City External Inventories

ICF will draw from its extensive experience in developing local, regional, state, and national GHG inventories to develop complete and accurate GHG inventories for each jurisdiction that utilize the best available data and are consistent with the latest inventory methodologies and protocols. ICF has a large team of experts representing all major GHG inventory sources, including stationary and mobile energy consumption, agriculture, industrial processes, solid waste and wastewater management, and land use, and land use change and forestry. We are experts in developing spreadsheets uniquely suited to the San Bernardino County cities' needs. Our experience in this arena and our reputation for developing transparent, user-friendly, Excel-based tools will allow us to efficiently produce an accurate, useful product that will provide value not only for the current year's inventory, but will also support projecting emissions for 2020. We are also familiar with and have applied protocols from ICLEI, EPA, the CCAR General Reporting Protocol, the Climate Registry (TCR), the CARB Local Government Operations Protocol, IPCC methodologies, and other sources in our work for clients in California.

ICF's past work developing the EPA's Excel-based State Inventory Tool, the annual EPA Inventory of U.S. GHG Emissions and Sinks, and numerous other local, state, and regional inventories and adaptation analysis enables us to draw from a wide array of spreadsheets that have already been developed with the calculations and factors necessary for the County's needs. Several of these products—the State Inventory Tool, the EPA's Climate Leadership in Public Places, and EPA's Climate Change Emission Calculator Kit (Climate CHECK)—are GHG inventory tools specifically designed to be user friendly, transparent, and simple to add data to in future years.

Throughout the inventory development, ICF will coordinate with the SBRCP to discuss inventory progress, discuss issues that emerge during the process, and make decisions when needed. Following receipt of the SBRCP's comments on the draft inventories, ICF will submit final inventories to each jurisdiction.

Our presumption is that the current year inventory will require a detailed level of disaggregation so as to support estimates of the emission reduction potential of individual measures. While developing the current year inventory for each city, ICF will collect relevant data on energy use and other GHG-emitting sources relevant to the city external inventories.

The scope for this task includes one meeting to discuss the draft External Inventory Report with SBRCP in which two key representatives from the ICF team will attend in person. Additional in person meetings are presumed to be outside of the scope of this task.

Task 5.1 External Inventories

Complete the necessary data acquisition and analysis to finish the External GHG Inventories for each city for the current year according to the detailed scope agreed to in Task 2.5 for activities relevant to each city's inventory that are not already evaluated as regional emissions in Task 4. Scale the regional emissions sources (i.e., water, transportation, goods movement, waste, and stationary fuel combustion) to the city-level, as appropriate for each sector, so that these sources can be integrated into the individual city External GHG Reduction Plans. After identifying any gaps in data availability, ICF will work with SBRCP to determine if any gaps can be filled by the cities' data. For missing data, ICF will likely recommend the use of historical census data, economic reports, and state-level activity data. ICF will submit a memo to the SBRCP identifying the missing data and proposing a methodology for estimating these missing data.

Task 5.2 "Business-as-Usual" Projections

Once the draft current year inventories are complete, we will produce the necessary "business-as-usual" projections of external emissions for 2020. Using the current year emissions inventories, land use types, and population growth estimates provided by the cities, County, SCAG, and/or the State Department of Finance, ICF will prepare projected inventories for 2020 for external sources in each of the jurisdictions. ICF will work with each city to identify the most plausible "business-as-usual" activity projections. ICF is currently working on similar projects for San Bernardino County and the DVRPC. In these cases, ICF is using traffic projections from DVRPC's and SCAG's regional transportation plan, as well as DVRPC's and SCAG's population, housing, and economic projections to estimate future activities. We are also drawing from state and national projections on energy use and other key trends. ICF has also developed a module as part of the EPA's State Inventory Tool that helps states forecast future emissions to 2020 based on national projections and historical trends.

ICF will review the forecasted data available from the San Bernardino County cities and the methods used in other forecasting efforts. We will then outline an approach for forecasting and present those to the SBRCP. After discussing this approach with the SBRCP, ICF will proceed with the calculation of forecasted emissions using the same methodologies employed in the current year inventory. ICF will submit draft 2020 inventory forecasts to SBRCP, and following receipt of the SBRCP's comments on the draft inventories, ICF will submit a final forecast for 2020. Projected GHG emissions inventories will be for "business-as-usual" projections without any reduction measures in place.

Task 5.3 Produce Draft External Inventory Report

This task will involve combining the results of Tasks 5.1, 5.2, and 5.3 into the combined External Inventory Report for all cities and delivering it to the SBRCP for review.

Task 5.4 Revise External Inventory Report

Revise the draft External Inventory Report according to client review and circulate for SBRCP review.

Task 5.5 Produce Final External Inventory Report

This task includes incorporating a final round of revisions responding to the SBRCP reviews and any other feedback provided.

Task 6. Development of City External GHG Reduction Goals and Strategies

To develop each city's External GHG Reduction Plans, it is first necessary to generate a projection of emissions in the target year (i.e., 2020) that is sufficiently disaggregated to support the quantification of emission reduction measures that typically act only on a particular sector or end use. Existing and proposed emission reduction measures are then analyzed for their impact on emissions in 2020 and a portfolio is developed that meets the target of bringing emissions back down to identified reduction goal. We break down reduction measures into the following categories:

- Federal measures;
- State/regional measures;
- Local measures; and
- Unquantifiable measures or measures under the jurisdiction of third parties (such as water districts).

By virtue of its direct control over internal operations, a city can more easily take the necessary actions and make the necessary investments to reduce emissions from its internal operations. Decisions to retrofit the local government's building stock, to convert the vehicle fleet to more efficient and cleaner vehicles, or to install LED traffic lights, etc., can be made internally. Most often the investments are cost effective, make good business sense for the local authority, and the most significant barrier to implementation is simply identifying the opportunities and overcoming the "first cost" required to achieve the longer term savings.

In contrast, the level of GHG emissions from external sources is the result of myriad factors over which the city often has only partial control or influence. Preparing an external emissions reduction plan requires approximations and estimates of energy use and emissions at the community-wide level. Energy consumption data may not be available in a format that corresponds to local jurisdictional boundaries, and in the case of transportation emissions the problem is compounded by the fact that emissions result from traffic volumes and patterns, which are typically best understood and analyzed at a metropolitan region level. While we set out our general approach to this work here, every local application of the method is different. The scope for this task includes two meetings with SBRCP to review the draft External Reduction Plan, at each of which two key representatives from the ICF team will attend in person. Additional in person meetings requiring ICF travel are presumed to be outside of the scope of this task.

Task 6.1 External GHG Reductions

Measures will be identified that can be taken by the individual jurisdictions in the SBRCP for reducing emissions that are within the scope of each city's External Reduction Plan. Measures suggested by city staff will be supplemented by ICF's own database and experience in developing GHG reduction strategies for governments of all levels. Emissions reduction measures for regional sources will be included, as appropriate, scaled to the city-level as determined in Task 1.4.

Task 6.2 Administrative Draft GHG Emission Reduction Plan

A draft External GHG Reduction Plan will be developed that includes the individual External GHG Reduction Plans for each city.

Task 6.3 Draft External GHG Emission Reduction Plan

Revisions to the administrative draft document will be made as required in response to the reviews in Task 6.2.

Task 6.4 Final External GHG Emission Reduction Plan

Once all comments have been received, ICF will prepare the final External GHG Reduction Plan, incorporating all mitigation measures and pertinent comments received.

Task 7. Evaluation of GHG Reduction Strategy Feasibility and Cost Effectiveness

ICF will initiate this task by analyzing each of the recommendations from the External GHG Reduction Plans with regards to their implementation potential. We can provide an evaluation of the potential for implementing the proposed actions, including the forecast of maximum likely penetration rates or scenarios among target sectors. We can also identify potential bottlenecks that inhibit additional penetration of an action in a sector. This is especially important given the current economic recession. As a result, ICF will consider the implementation timing of policies and programs that exert, or could exert, additional fiscal pressure on the government or the private sector.

The scope for this task does not include any in person meetings with SBRCP. Any in person meetings for this task that require ICF travel are presumed to be outside of the scope of this task.

Task 7.1. Identify Societal Costs/Benefits of Climate Action Measures

ICF will first identify the societal benefits and costs of a sample of prioritized climate action measures. Costs that will be considered include those related to: regulations, industry compliance, social welfare, and other indirect. In cases where measurements of impacts are not available, we will evaluate the benefits and costs qualitatively. In most cases, we will be able to calculate the net present value, which is the difference between the discounted stream of benefits and costs. For an appropriate economic assessment, we will need to subtract fiscal effects (such as taxes, subsidies, and duties) because these constitute a transfer and not use of resources. Whenever applicable, ICF calculations will account for fuel savings and energy savings benefits (i.e., cost savings) associated with the climate action measure. Finally, we will conduct sensitivity analyses, including a presentation of upper and lower bounds of the benefits and costs using different assumptions for the measure evaluated.

A benefit of climate change mitigation is the associated environmental improvement and other "non-market" impacts such as health benefits, reduction of air pollutants, and habitat improvements. ICF economists are experts at estimating the monetary value of goods and services that are not bought or sold in a market. Due to this lack of market activity, no information exists on the true social value of these goods and services. We frequently use nonmarket methodologies, including hedonic pricing, benefits transfer, and avoided cost to evaluate policies that affect environmental goods and services. We also evaluate the value created by new "green" jobs, as well as the impacts on certain industries from the shifting job market.

ICF staff is up to date on the most recent benefit transfer methods and studies as they relate to climate change. Benefit transfer refers to the practice of taking the monetary benefits that were estimated by non-market valuation methods for a particular environmental resource and applying them to a different resource. In a study for the EPA, ICF used its expertise in nonmarket valuation to create a database for the state-of-the-art benefit transfer methodology. The database ICF created for the EPA reviewed and summarized the most prominent benefit transfer studies that had recently appeared in peer-reviewed journals, books, and private-sector studies.

Task 7.2. Develop Impact Model

As part of this task, ICF will create a model that illustrates expected impacts associated with various climate action measures, as determined in Task 7.1. This model will include both qualitative and quantitative elements and can be used by the SBRCPP to articulate the expected costs and benefits associated with each climate action measure.

Whenever possible, ICF will present quantitative impacts and we will develop a spreadsheet based calculator that will allow the SBRCPP to evaluate the expected impacts. The calculator will use cost savings estimates and job creation multipliers as well as any other quantifiable cost/benefit ratio data from the previous task. The calculator will accept user inputs related to type of project and amount of funding and will then estimate the generated employment and other associated costs/benefits.

PBS&J

Scope of Work

Project understanding

The potentially participating cities within San Bernardino County, the San Bernardino Association of Governments (SANBAG), and San Bernardino County seek highly experienced consultants to assist the cities, SANBAG, and the County in developing and adopting a regional GHG reduction plan and associated Environmental Impact Report (EIR) that provides sufficient detail to be useful to each participating city and includes GHG reduction goals consistent with the State of California's global warming solutions and GHG reduction targets.

In 2006, the Governor of California signed AB 32, which charged the California Air Resources Board (CARB) to develop regulations on how the state would address global climate change and established a target of reducing greenhouse gas emissions down to 1990 levels by year 2020. The State Attorney General's Office and some environmental groups are asking local jurisdictions to analyze the impacts of individual projects on global warming as part of the California Environmental Quality Act (CEQA) process. CARB, California EPA, U.S. EPA, or other appropriate governmental organizations have not yet published thresholds for determining the significance of a project's potential contribution to global climate change in CEQA documents.

The Attorney General's Office has specifically challenged Environmental Impact Reports for large projects and General Plan updates that do not contain an analysis of climate change, greenhouse gas emissions, reduction targets consistent with the State goals, and a comprehensive mitigation program that demonstrates how the local jurisdiction will reduce emissions to achieve the greenhouse gas reduction targets. In addition, SB 375 calls for the integration of transportation, land use, and housing planning, and also establishes the reduction of greenhouse gas emissions as one of the overarching goals for regional planning. The Southern California Association of Governments (SCAG), working with the County Transportation Commissions (CTCs) and sub-regional association of governments, is responsible for implementing SB 375 within the SCAG's jurisdiction. Success in this endeavor is dependent on collaboration with local jurisdictions throughout the region.

The following discussion provides our approach on how the potential participating cities can take advantage of economies-of-scale, and build upon each other's strengths by jointly

developing and adopting an EIR for the regional GHG reduction plan that provides a foundation to tier and streamline legally defensible CEQA analysis of climate change impacts of development projects, and provide a proactive approach to the mandates of SB 375.

Project Approach

While the bulk of the tasks within the following scope of work are typical of the EIR process, there are several integral tasks that insure that the participating cities will be able to use the regional GHG reduction plan and associated EIR to their full advantage. These tasks include technical oversight (peer review) of the regional GHG reduction plan to insure that;

- 1) The GHG emissions inventories are limited to those emission sources within each of the participating cities' jurisdictional land use authority,
- 2) That reduction strategies are reasonable and build upon each of the participating cities' strengths,
- 3) That the transportation related emission inventories and reduction measures provide enough detail to be useful in the SB 375 process, and
- 4) That the EIR for the regional reduction plan provides enough detail to be a foundation to tier and streamline legally defensible CEQA analysis of climate change impacts. This requires that the emissions inventories and reduction strategies are detailed enough to provide city specific information on each of the participating cities.

Another aspect of oversight is negotiating with State Agencies, such as SCAQMD, CARB and the Attorney General's Office, in gaining acceptance of the GHG inventories and reduction strategies. This aspect of oversight is essential to use the regional GHG reduction plan and EIR as a foundation toward CEQA streamlining and substantiating a sub-regional reduction target and Sustainable Communities Strategy (SCS). The oversight process, both peer review and negotiations, has proved beneficial to the County during the drafting of the San Bernardino County GHG emissions inventories and reduction plan process and will benefit the participating cities and SANBAG during this process as well.

Another vital task is the development of CEQA thresholds and a streamlined CEQA analysis methodology for GHG emissions based upon the regional GHG reduction plan EIR. This task will allow the participating cities a consistent method of analysis that is legally defensible, streamlined, and avoids the onerous tiered threshold process drafted by SCAQMD and the CARB.

The following provides details of all the tasks in this scope of work:

Task 1: Technical Oversight and Peer Review

This task provides technical oversight and peer review of ICF Jones & Stokes work product to insure appropriately assigned GHG emissions inventories, reasonable reduction measures that complements and builds upon each of the participating cities' strengths, transportation related emission inventories and reduction measures with enough detail to be useful in the SB 375 process, and insure independent quality assurance and control.

Task 1A: Meeting with Cities for Strategy Development

This task includes conducting an initial meeting with the cities, County, SANBAG, ICF Jones & Stokes, and other participants in the regional partnership to discuss the proposed content of the work plan, schedule, budget, and communication protocols. Identify key data providers at each city and at other agencies and discuss scoping issues around the external GHG Plan.

Task 1B: Peer Review of the ICF Scoping Issues Paper and Recommendations

ICF Jones & Stokes will provide a scoping issues paper that will summarize the existing GHG emissions data for all of San Bernardino County, provided by SCAQMD, the participating cities and other reliable data sources including the County. ICF Jones and Stokes will also provide scoping issues for an internal planning tool and scoping issues on the external GHG reduction plans. PBS&J will provide peer review of these documents and make recommendations focused on the following:

- Existing GHG emissions data and how the existing data can be appropriately integrated into the forthcoming GHG emission inventories and regional reduction plan.
- How the transportation component of the forthcoming emissions inventories and reduction measures can have a reasonable level of detail to account for vehicle miles traveled (VMT) and trip reductions in the forthcoming GHG emission inventories and regional reduction plan.
- Relevance and usability of the internal inventory planning tool and external reduction plan scope in relation to potential consequences and advantages of providing internal and external reduction plans.
- List of any of the participating cities' Tier 1 high priority energy efficiency projects under the Department of Energy's (DOE) Energy Efficiency and Conservation Block Grant (EECBG) funding that should be included as reduction measures.
- Any additional scoping issues not addressed in the ICF Jones & Stokes Scoping issues paper. PBS&J will provide the peer review and recommendations to the participating cities, SANBAG and San Bernardino County in advance of the meeting provided in the ICF Jones & Stokes Scope of Work and Task 1C below.

Task 1C: Participation in the Finalization of Data Sources and Scoping Issues

PBS&J will participate in the two meetings to finalize the data sources and scoping issues. At that meeting PBS&J will articulate any of the technical issues and recommended edits to the ICF data sources and scoping issues identified in Task 1B and agreed to by the participating cities, SANBAG and the County.

Task 1D: Review of Candidate Measures for the External GHG Plans

PBS&J will review the list of candidate measures provided by ICF Jones & Stokes for the External GHG Plans based upon the appropriate allocation and reasonableness of the candidate measures, and recommend any additional candidate measures that are not on the list.

Task 1E: Review of Local and Regional GHG Reduction Strategies

PBS&J will review the local and regional GHG reduction strategies provided by ICF Jones & Stokes. According to ICF Jones & Stokes the local and regional GHG reduction strategies will include the following:

1. Water conservation
2. On Road transportation reductions including
 - a. Defining land use strategies
 - b. SCAG RTP Transportation scenarios
 - c. VMT assessment methodology
 - d. Travel Demand Model setup and runs
 - e. Emissions calculations based upon the above criteria
3. Goods movement
 - a. On Road goods movement
 - b. Rail
 - c. Air freight
 - d. Travel Demand Model setup and runs
 - e. Emissions calculations based upon the above criteria
4. Solid waste reduction
 - a. Waste diversion
 - b. Landfill gas emissions management
5. Industrial and stationary source reductions
6. Energy efficiency of buildings
7. Renewable energy generation

PBS&J will review the list of potential emission sources and reduction strategies provided by ICF Jones & Stokes and make recommendations on the appropriate allocation of emission sources and what sources should be included in the inventories and reduction strategies as Scope 1 or Scope 2 sources attributable to the participating cities and what sources should only be called out as Scope 3 sources that each of the participating cities cannot control. Potential Scope 3 sources include high global warming potential gases in refrigeration and electrical equipment, rail-yard emissions, electrical generation by entities other than the participating cities, international and national air traffic. PBS&J will also review the on road transportation components, and make recommendations as appropriate, to provide sufficient detail to support a subregional reduction target and SCS recommendation to SCAG for the sub-region in the SB 375 process. PBS&J will review all the reduction strategies for reasonableness and appropriate allocation. Finally, PBS&J will recommend any additional reduction strategies that are found to be appropriate but missing from those identified by ICF Jones & Stokes.

Task 1F: Review of Draft and Final GHG External Inventories

PBS&J will review the GHG baseline external inventories provided by ICF Jones & Stokes, which should include all the appropriate emission sources described in Task 1E above. Based upon the review in Task 1E much of the inventory development will have been reviewed and edited as appropriate. This task further refines the emission inventories for the appropriate allocation and reasonableness and will use the same evaluation criteria as defined in Task 1E.

The business as usual scenario will be evaluated based upon reasonable growth projections and General Plan buildout criteria. PBS&J will make recommendations on the business as usual scenario to make it consistent with each of the General Plans for the participating cities. In this way, the regional GHG reduction plan will be consistent with each of the participating cities' general plans.

Task 1G: Review of Draft and Final GHG Reduction Goals and Strategies

PBS&J will review the draft and final regional GHG reduction plan provided by ICF Jones & Stokes, which should include all the appropriate emission reduction strategies described in Task 1E above. Based upon the review in Task 1E much of the reduction development will have been reviewed and edited as appropriate. This task further refines the reduction strategies for feasibility and reasonableness and will use the same evaluation criteria as defined in Task 1E.

Task 2: Act as Liaison and Technical Representative During Consultation with SCAQMD, CARB and/or the Attorney General

Michael Hendrix of PBS&J. will attend up to four (4) meetings with the SCAQMD staff at SCAQMD offices in Diamond Bar, and up to four (4) meetings with the CARB or Attorney General's Office to consult with these state agencies to advocate the appropriate scope and adequacy of forthcoming emissions inventories and regional GHG reduction plan. In addition to meetings, additional consultation will occur through written correspondence and telephone conversations.

Task 3: Environmental Impact Report

Under this task PBS&J will provide all aspects of the CEQA process from the notice of Preparation to adoption of the Environmental Impact Report (EIR). Task 3A includes a draft Memorandum of Understanding that documents the cooperation of each of the participating cities into the joint effort of adopting a regional GHG reduction plan, designates the authority of each participating city as an independent Lead Agency in the adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities jurisdictions.

The project description further defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target. The EIR will then analyze at a programmatic level the potential impacts the regional reduction plan may generate. Potential impacts may include localized traffic, air quality, and noise impacts associated with mixed use and transit oriented development designed to reduce VMT and vehicle trips on a regional level. Other potential impacts include historical resources that could be impacted as a result of energy efficiency retrofits. Alternative energy sources such as solar in close proximity to airports will be evaluated for potential safety issues related to reflectivity of photovoltaic cells. Infrastructure needs of alternative energy generation will also be reviewed. Reasonable mitigation measures will be recommended to reduce these potential impacts to less than significant whenever feasible. In many cases, the proposed project will provide environmentally beneficial impacts to water supply, regional air quality, and regional transportation. Environmentally beneficial impacts will be evaluated as well.

The following describes each of the tasks needed to draft, finalize and adopt the EIR:

Task 3A: Draft Memorandum of Understanding (MOU)

PBS&J will meet with the participating cities, SANBAG, the County and other participants in the regional partnership to discuss the proposed content and format of a draft MOU that describes the cooperation of each of the participating cities into the joint effort of adopting a regional GHG reduction plan, designates the authority of each participating city as an independent Lead Agency in the adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities' jurisdictions. Based upon the information provided in the meeting, within two weeks, PBS&J will draft the MOU as described above and provide the draft to each of the participants in the regional partnership for one round of edits/reviews. PBS&J will then provide to each of the participants in the regional partnership a revised draft MOU based upon the edits and comments received. The revised draft MOU will be provided within two weeks of receiving one round of edits/comments from all the participants in the regional partnership. Additional edits are out of scope and will be provided on a time and materials basis.

Task 3B: Notice of Preparation

PBS&J will prepare and distribute a Notice of Preparation (NOP) to inform the State Clearinghouse, local agencies, and the public (up to 150 parties) that the lead agencies are preparing an EIR for this project. PBS&J will work with the lead agencies to develop the distribution list. State agencies will be informed through the State Clearinghouse. The NOP will be released once the lead agencies believe that it accurately describes the proposed project.

List of Products:

- Provide one (1) electronic copy of the NOP for internal review prior to publication.
- Provide up to seventy-five (150) copies of the NOP for public distribution to the list of recipients provided by the lead agencies.
- Mail fifteen (15) copies of the NOP to the State Clearinghouse.
- Mail remaining copies to list of recipients provided by the lead agencies.

Task 3C: Administrative Draft EIR

PBS&J will prepare an Administrative Draft EIR (ADEIR) document based on the current CEQA Guidelines and the lead agencies' specific directions. The document will include an Introduction that will present the purpose and intent of the EIR, including the overall environmental review process. Effects found to be not significant will be specifically listed. The project sponsors and contact persons will be identified. It will also include an Executive Summary, which is a brief synopsis of the major findings of the EIR.

One of the fundamental components of the EIR will be a comprehensive description of the project. The project description defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. It is important to provide a clear understanding of the regional partnership. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target.

PBS&J will document baseline conditions, conduct impact evaluations, and formulate mitigation measures for any potentially significant impacts that may be identified. The emphasis will be on the identification of significant impacts that would result from project implementation. Impact significance will be determined by defining the changes to the environmental baseline that would result from project implementation and comparing that changed environmental condition to a standard or threshold of significance. Impacts will be evaluated in proportion to their severity and probability of occurrence. Thresholds of significance will be based on any such standards that have been officially adopted by the lead agency or other public agencies with primary authority relative to the impact in question, and/or those thresholds set forth in the current State CEQA Guidelines.

Where impacts are found to be significant, PBS&J will develop measures to mitigate such effects to below a level of significance, if feasible. All recommended mitigation measures will be defined to represent a close nexus between the measure and a legitimate governmental interest, and will be directly proportional to the level of impact resulting from the project. The following sections outline the PBS&J approach to the analysis of each particular environmental impact topic that may be addressed in the EIR. The topics listed below are not presented in order of importance but alphabetically as they would be discussed in the document.

Agricultural Resources. PBS&J will evaluate on a programmatic level the regional reduction plans impacts, if any, on agricultural resources. It is anticipated that the regional reduction plan will have no impacts on agricultural resources.

Aesthetics. This section will describe and evaluate on a programmatic level the overall visual character of specific reduction measures including the placement of photovoltaic solar cells, wind turbines, and any potential aesthetic impacts associated with retrofitting existing buildings. Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Air Quality. PBS&J will describe how the project will reduce criteria air pollutants on a regional level, but may impose localized impacts due to particular reduction strategies. Reduction strategies associated with land use such as mixed use and transit oriented development may reduce VMT and vehicle trips on a regional level, but increase air pollutants in the immediate vicinity of these types of land uses. PBS&J will evaluate on a programmatic level potential localized air quality impacts generated by specific GHG reduction strategies using the methodologies established by SCAQMD in their latest CEQA guidelines. PBS&J will compare estimated emissions to district thresholds to determine if construction or operation activities of the project will exceed local significance criteria. PBS&J will recommend programmatic mitigation measures as appropriate to reduce localized impacts to the greatest extent feasible. PBS&J will also describe the project's potential reduction in GHG emissions and the benefit of reducing the region's incremental contribution to global climate change.

Biological Resources. PBS&J will provide an analysis of the project's impacts on biological resources associated with renewable energy projects on vacant lands in areas with potential to contain vital habitat or migration corridors. Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Cultural Resources. Energy efficiency retrofits of historic buildings have the potential to degrade the historic integrity of the buildings. PBS&J will evaluate on programmatic level

potential impacts and recommend mitigation to reduce any identified impacts to less than significant.

Geology and Soils. PBS&J will use fault zone maps, soil maps and earth-related conditions identified in General Plans to identify areas of regional and local faults, liquefaction, subsidence, compaction, shrink/swell, etc. for renewable energy projects to avoid. PBS&J will also use soils information from the federal Natural Resources Conservation Service as necessary to complete this work.

Hazards and Hazardous Materials. PBS&J will evaluate the potential of photovoltaic cells placed on roofs along the designated flight paths and within the safety zones of airports to reflect light and create a safety hazard to air traffic. PBS&J will recommend mitigation to reduce any identified impacts to less than significant.

Hydrology and Water Quality. PBS&J will evaluate on a programmatic level the regional reduction plans impacts, on water resources and water quality. It is anticipated that the regional reduction plan will have beneficial environmental impacts on water resources through reduction measures that provide water conservation.

Land Use and Planning. PBS&J will evaluate the project's consistency with the participating cities' and County general plans and zoning requirements. PBS&J will examine the project relative to all of its proposed land use approvals.

Mineral Resources. PBS&J will evaluate on a programmatic level the regional reduction plans impacts, if any, on mineral resources. It is anticipated that the regional reduction plan's only impact to mineral resources is the reduced demand for aggregate associated with reduction measures that recycle construction and demolition debris to be used as building materials.

Noise. Localized noise impacts associated with placing noise sources in close proximity to noise sensitive land uses as a result of increased mixed use and transit oriented development will be evaluated on a programmatic level and mitigation measures recommended to reduce impacts to less than significant.

Population and Housing. PBS&J will evaluate the project's potential impacts to local and regional population and housing resources.

Public Services. PBS&J will work with the lead agencies staff as appropriate to evaluate direct and indirect impacts of the reduction measures in the regional reduction plan on existing or planned public services (e.g., police, fire, etc.).

Recreation. PBS&J will evaluate on a programmatic level the regional reduction plans impacts, if any, on recreational resources. It is anticipated that the regional reduction plan will have no impacts on recreation.

Transportation and Circulation. PBS&J will use the data from the Traffic Modeling prepared by ICF Jones & Stokes as part of Task 4.2 in their scope of work to evaluate regional traffic impacts. PBS&J will provide localized analysis of potential impacts to Level of Service (LOS) in close proximity to transit oriented development. The EIR analysis will weigh the regional benefits of reduced vehicle trips and VMT associated with transit oriented development with the localized impacts to LOS in the immediate vicinity of these sites.

Utilities and Service Systems. PBS&J will evaluate on a programmatic level the potential impacts to utility infrastructure associated with increased renewable energy generation and the placement of renewable energy projects. PBS&J will recommend mitigation measures to reduce potential impacts to utility infrastructure. PBS&J will also evaluate potential impacts, if any, on the existing water conveyance infrastructure associated with water conservation reduction measures.

Project Alternatives. Based on any potential impacts identified for the project, or alternative project scenarios to be considered by the lead agencies, PBS&J will develop appropriate alternatives to reduce or eliminate significant impacts. PBS&J will evaluate up to three alternatives, including a no-project alternative.

Mandatory Findings of Significance. PBS&J will summarize the results of the environmental analyses to determine if any direct or indirect impacts of the project will cause significant harm to natural or man-made resources, consistent with the latest requirements of CEQA.

Cumulative Impacts. PBS&J will work in conjunction with lead agencies staff to develop a cumulative projects list. PBS&J will also use the most recent changes. CEQA to analyze potential cumulative impacts associated with the regional reduction plan. PBS&J will also examine potential growth-inducing impacts of the project.

List of Products:

- Provide up to three (3) printed and bound copies of the ADEIR to each participating city, SANBAG, the County, and any other participants in the regional reduction plan an electronic copy of the ADEIR. We assume two iterations of the ADEIR before the document is approved for public distribution.

Task 3D: Draft EIR Ready for Public Distribution

Following receipt of lead agencies' comments on the Administrative Draft EIR, PBS&J staff will revise the document to produce a Draft EIR document suitable for circulation and 45-day public review. PBS&J assumes a maximum of two review cycles with compiled comments to convert the administrative document to a draft document suitable for circulation. Additional review cycles will require an adjustment to the contract.

The Notice of Completion (NOC) for the Draft EIR will be filed with the State Clearinghouse with the Draft EIR. The Notice of Availability (NOA) of the Draft EIR will be sent via first class mail (with proof of receipt) to agencies and other parties to notify them that the Draft EIR is available for review. PBS&J will provide 150 printed copies of the Draft EIR for public distribution, including appendices. PBS&J will distribute the Draft EIR to the State Clearinghouse, and up to 40 local public agencies. Additional copies will be made available at the offices of each of the lead agencies. The use of electronic versions of the document on CDs for all or portions of the EIR can reduce the direct expenses associated with this project. PBS&J will work with the lead agencies to evaluate the appropriateness of electronic distribution for use on this project.

List of Products:

- Provide up to a total of 150 printed and bound copies of the Draft EIR and NOA. Technical appendices will be provided on CD-ROM in a pocket at the back of each document. Fewer copies may be required to be printed if demand is limited.

- Provide one (1) electronic copy of the Draft EIR and technical appendices to each of the lead agencies.
- Mail 15 copies of the Draft EIR and NOC to the State Clearinghouse via overnight delivery.
- Mail copies of the Draft EIR to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.
- Mail copies of the NOA to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.

Task 3E: Final EIR

PBS&J will prepare a Response to Comments document that will include responses to substantive issues raised on the Draft EIR, and include annotated comment letters. Up to 80 hours of professional staff time have been budgeted for this task. Overly voluminous or detailed comments may require additional time and a contract amendment. PBS&J will submit a screen check final EIR that will include Response to Comments and descriptions of any revised material from those found in the DEIR for internal review by each of the lead agencies. Upon receipt of lead agencies' comments, PBS&J will revise the Final EIR document and distribute to commenting agencies.

List of Products:

- Provide an electronic copy of the screen check Final EIR document to each of the participating cities, SANBAG, and the County for internal review.
- Provide up to 70 printed and bound copies of the Final EIR. Distribute necessary copies to recipients via first class mail using a list provided by the lead agency.

Task 3F: Findings of Fact and Statements of Overriding Consideration

PBS&J will prepare the written findings for each significant effect identified in the EIR, pursuant to Section 15091 of the State CEQA Guidelines, and the Statement of Overriding Considerations (SOC), pursuant to Section 15093 of the State CEQA Guidelines. The lead agency may provide the format for this document, or defer to PBS&J as to format. PBS&J will prepare draft findings for each significant effect identified in the EIR and prepare an SOC if unavoidable significant impacts occur. As required by the State CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The SOC will rely on input from the lead agency and the project applicant regarding the benefits of the project. The Draft Environmental Findings will be submitted for internal review. Upon receipt of lead agency and applicant comments, the Draft Environmental Findings will be revised and resubmitted by email for lead agency use in considering the project. Up to 80 hours of professional staff time have been budgeted for this task. Extensive revisions that require additional time may result in the need for a contract amendment.

List of Products:

- Provide each of the lead agencies up to three (3) copies of the final Findings of Fact and Statement of Overriding Considerations and one (1) electronic copy for staff use.

Task 3G: Notice of Determination

The Notice of Determination (NOD) will be filed in person with the San Bernardino County Clerk of the Board within three business days of project approval. The lead agencies will provide the

funds necessary for the CDFG filing fees at the time of the filing of the NOD. Following filing with the Clerk of the Board, the NOD will be sent via overnight mail to the State Clearinghouse for posting.

List of Products:

- Provide copies of the NOD for signature by each of the lead agencies. One copy will be filed with the County Clerk and the other will be sent to the State Clearinghouse via overnight delivery. The NOD's will be appropriately filed within 48 hours of project approval. The applicant and/or the lead agency are responsible for all filing fees (CDFG fee, County processing fee). A check for these fees must be made available to PBS&J at the time of project approval to avoid filing delays.

Task 3H: GHG Significance Thresholds and CEQA Streamlining Methodology

PBS&J will provide CEQA Thresholds for climate change impacts based upon the regional GHG reduction plan and the Draft and Final EIR. The CEQA thresholds document will discuss the method for tiering CEQA analysis of future development projects by each of the lead agencies using the GHG emission inventories and reduction strategies. This tiering process affords a consistent, legally defensible way of streamlining future CEQA analysis of climate change impacts for individual projects.

List of Products:

- Provide each lead agency up to three (3) printed and bound copies and one (1) electronic copy of the GHG Significance Thresholds and CEQA Streamlining Methodology document.

**Attachment "B"
Cost Sharing**

City	Population	City Share
ADELANTO	28,265	\$18,695.59
APPLE VALLEY	69,861	\$0.00
BARSTOW	24,213	\$0.00
BIG BEAR LAKE	6,255	\$14,654.63
CHINO	84,173	\$28,960.11
CHINO HILLS	76,725	\$27,959.88
COLTON	51,684	\$0.00
FONTANA	189,021	\$48,209.86
GRAND TERRACE	12,484	\$15,798.25
HESPERIA	88,184	\$29,696.52
HIGHLAND	52,372	\$23,121.55
LOMA LINDA	22,619	\$17,659.00
MONTCLAIR	36,964	\$20,292.70
NEEDLES	5,793	\$14,569.80
ONTARIO	173,188	\$45,302.97
RANCHO CUCAMONGA	177,736	\$46,137.97
REDLANDS	71,646	\$26,660.20
RIALTO	100,022	\$31,869.94
SAN BERNARDINO	204,483	\$51,048.63
TWENTYNINE PALMS	30,832	\$19,166.88
UPLAND	75,035	\$0.00
VICTORVILLE	109,441	\$33,599.23
YUCAIPA	51,317	\$22,927.86
YUCCA VALLEY	21,239	\$17,405.64
GRAND TOTAL	1,765,552	\$553,737.22

Total City Contribution:	\$553,737.22
Total SANBAG contribution:	\$231,160.00
Total Cost:	\$784,897.22

*NOTE: \$0.00 City Share indicates City is not participating

AGENDA REPORT

SUBJECT: CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR THE RICHTON STREET POLICE DEPARTMENT IMPOUND FACILITY PROJECT	DATE: August 16, 2010
	SECTION: ADMIN. REPORTS (JT)
	ITEM NO.: 8
BUSINESS PLAN: N/A	FILE I.D.: SSP182
	DEPT.: RDA/PUBLIC WORKS

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

BACKGROUND: The existing vehicle storage facility located on Richton Street has been occupied by Montclair Metro Nissan since June 2006. The vehicle storage lot was constructed as a single lot allowing for mass storage of new and used vehicles for the auto dealership.

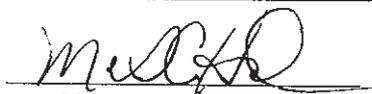
With the recent approval of the Montclair Police Department impound program, the vehicle storage facility will be modified to allow for use by both the Police Department and Montclair Metro Nissan. The design for the new storage facility would allow two-thirds use for the Montclair Police Department, while one third would remain with Montclair Metro Nissan. The new design has been reviewed and approved by the Police Department, Fire Department, and Metro Nissan.

Construction of the vehicle storage facility is expected to begin in October 2010, with an expected completion date in November 2010.

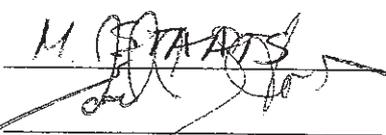
FISCAL IMPACT: The cost of advertising this project should not exceed \$3,500.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors authorize staff to advertise for bid proposals for the Richton Street Police Department Impound Facility Project.

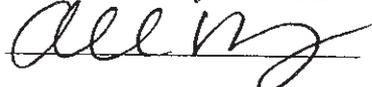
Prepared by:



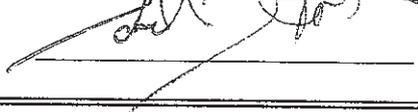
Reviewed and Approved by:



Proofed by:



Presented by:



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF LOT LINE ADJUSTMENT NO. 2010-2 AFFECTING TWO PARCELS LOCATED ON THE NORTHWEST CORNER OF MISSION BOULEVARD AND KADOTA AVENUE AND AUTHORIZE THE LOT LINE ADJUSTMENT BE RECORDED WITH THE SAN BERNARDINO COUNTY RECORDER	DATE: August 16, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 9
	FILE I.D.: LDU155
BUSINESS PLAN: N/A	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Lot line adjustments or boundary modifications are permitted under both the Subdivision Map Act and the Montclair Municipal Code, subject to approval by the City Council.

BACKGROUND: The owners of two parcels located at the northwest corner of Mission Boulevard and Kadota Avenue have requested a realignment of a parcel boundary between the two parcels. The property owners, Robert Yanik and Renee Yanik, desire to sell one of the properties but would like to have a common boundary between the two lots realigned to conform to existing improvements.

No buildings or other structures are affected by this realignment nor are any new parcels being created. Staff has reviewed the proposed realignment as shown on Exhibits A and B of the lot line adjustment application and has no objection to the proposed lot line adjustment.

FISCAL IMPACT: There is no fiscal impact to the City for the change being proposed; although if one of the properties is sold as is also being proposed, the assessed valuation of that property would likely change.

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

1. Approve Lot Line Adjustment No. 2010-2 affecting two parcels located on the northwest corner of Mission Boulevard and Kadota Avenue.
2. Authorize the lot line adjustment be recorded with the San Bernardino County Recorder.

Prepared by: _____

[Handwritten Signature]

Reviewed and Approved by: _____

M. STAATS

Proofed by: _____

Presented by: _____

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO PURCHASE, DELIVER, AND INSTALL OFFICE AND ACTIVITY ROOM FURNITURE FOR THE NEW SENIOR CENTER FROM GLOBAL CMAS AND UNITED INTERIORS	DATE: August 16, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 10
BUSINESS PLAN: N/A	FILE I.D.: HSV105
	DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the purchase, delivery, and installation of office and activity room furniture for the new Senior Center.

BACKGROUND: In 2005, the City contracted with WLC Architects to design a new Police station with the option to include design services for a Youth Center and Senior Center. A Senior Center was designed to be built adjacent to the Community Center gymnasium. In preparation for the new facility, Human Services Division staff visited the showrooms of Kimball Office and Global to research available options concerning durability, versatility, and pricing of office and activity room furniture. The vendors Global and United Interiors were chosen to provide, install, and deliver the furniture for the Senior Center.

Global was chosen as a pre-bid contract, having already gone through the competitive bid process and provided the lowest bid [and is part of the California Multiple Award Schedule (CMAS)], to provide the chairs and rectangular tables for a total cost of \$41,793.33.

A bid process was completed based on the remaining furniture needs of the building, and proposals were received from the following vendors:

United Interiors	\$ 50,304.63
Kimball	\$ 99,966.51
National	\$175,047.73

United Interiors was chosen as part of the CMAS contract, offering the most durable and functional furniture at the lowest cost that meets the needs of the Senior Center. United Interiors would provide and install the storage carts and round, square, and folding activity tables for a total cost of \$50,304.63.

FISCAL IMPACT: Should the City Council approve the purchase, delivery, and installation of new Senior Center office and activity room furniture as proposed herein, the cost would be \$41,793.33 for the Global CMAS contract and \$50,304.63 for the United Interiors contract. The funds would be allocated from the 2005 Lease Revenue Bond Proceeds.

Prepared by: M. Rickles

Reviewed and
Approved by: Steve Luster

Proofed by: Christine Smiley

Presented by: [Signature]

RECOMMENDATION: Staff recommends the City Council authorize the purchase, delivery, and installation of office and activity room furniture for the new Senior Center from Global CMAS and United Interiors.

AGENDA REPORT

SUBJECT: CONSIDER REDEVELOPMENT AGENCY BOARD OF DIRECTORS' AUTHORIZATION TO SOLICIT BIDS FOR THE REAL ESTATE APPRAISAL OF THE PROPERTY LOCATED AT 10333 PRADERA AVENUE	DATE: August 16, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 11
	FILE I.D.: RDA685
BUSINESS PLAN: N/A	DEPT.: REDEVELOPMENT

REASON FOR CONSIDERATION: Agency staff is seeking the Redevelopment Agency Board of Directors' authorization to solicit bids for the real estate appraisal of the property located at 10333 Pradera Avenue. The purpose of the appraisal would be to determine the property's fair market value for future consideration of purchase by the Redevelopment Agency.

BACKGROUND: Owners of the multifamily property located at 10333 Pradera Avenue have offered to sell their property to the Redevelopment Agency. The property has not been listed on the Multiple Listing Service (MLS); therefore, an appraisal of the property needs to be conducted in order to determine its fair market value.

The subject property is located in the neighborhood identified as San Antonio Gateway. As the Agency Board of Directors is aware, the Redevelopment Agency has a great investment in this neighborhood and would consider the purchase of the property an excellent opportunity for the furtherance of the Agency's long-term goals for the neighborhood. The Montclair Housing Corporation operates two apartment buildings on the block, and the Redevelopment Agency has provided substantial funding for the three National Community Renaissance (National CORE) affordable housing projects that have been completed and/or are under construction. The Pradera Avenue properties in the 10300 block are part of the Montclair Meadows Owners Association, of which the Montclair Housing Corporation is a member.

Upon completion of an appraisal, the Redevelopment Agency Board of Directors would be requested to consider making an offer to purchase the subject property.

FISCAL IMPACT: A full real estate appraisal by a licensed real estate appraiser should not exceed \$3,000. The Redevelopment Agency Fiscal Year 2010-11 Budget contains funding for real estate property appraisals.

RECOMMENDATION: Staff recommends the Redevelopment Agency Board of Directors authorize staff to solicit bids for the real estate appraisal of the property located at 10333 Pradera Avenue.

Prepared by: <u>Christine P. Valdivia</u>	Reviewed and Approved by: <u>M. STARRIS</u>
Proofed by: <u>Gyome L. Smith</u>	Presented by: <u>[Signature]</u>

AGENDA REPORT

SUBJECT: CONSIDER DESIGNATION OF VOTING DELEGATE AND ALTERNATE VOTING DELEGATES TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE, SEPTEMBER 15-17, 2010, SAN DIEGO, CALIFORNIA	DATE: August 16, 2010
	SECTION: ADMIN. REPORTS
	ITEM NO.: 12
BUSINESS PLAN: N/A	FILE I.D.: LCC050
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: It is necessary that the City Council designate the voting delegate and up to two alternate voting delegates to the 2010 League of California Cities Annual Conference.

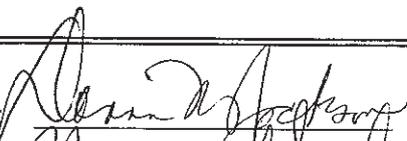
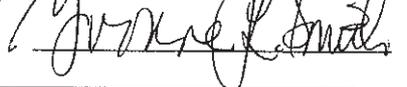
BACKGROUND: The 2010 League of California Cities Annual Conference is scheduled for September 15 through 17, 2010, in San Diego, California. An important part of the Annual Conference is the Annual Business Meeting, which is scheduled for 3:00 p.m. on Friday, September 17, 2010.

Participating cities will be given a vote at the Annual Business Meeting if a voting delegate and alternates are determined in advance. Montclair has traditionally designated the Mayor and Mayor Pro Tem as the respective voting delegate and alternate. This year, cities may appoint up to two alternate voting delegates; therefore, Mayor Pro Tem Dutrey and Council Member Paulitz would be designated as the alternates.

FISCAL IMPACT: Designation of a voting delegate and alternate voting delegates would create no fiscal impact.

RECOMMENDATION: Staff recommends Mayor Eaton be designated as Montclair's voting delegate and Mayor Pro Tem Dutrey and Council Member Paulitz be designated as the alternate voting delegates at the 2010 League of California Cities Annual Business Meeting to be held on Friday, September 17, 2010, at the San Diego Convention Center, San Diego, California.

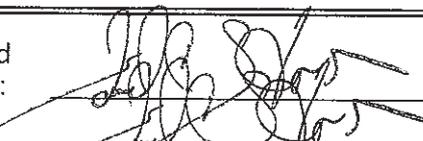
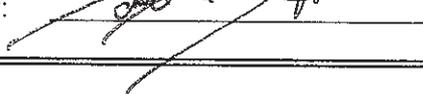
Prepared by:

Proofed by:

Reviewed and
Approved by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-89 WITH THE INLAND EMPIRE UNITED WAY TO PROVIDE THE AMERICORPS VOLUNTEER INFRASTRUCTURE PROGRAM	DATE: August 16, 2010
	SECTION: AGREEMENTS
	ITEM NO.: 1
BUSINESS PLAN: N/A	FILE I.D.: SOR350
	DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-89 with the Inland Empire United Way (IEUW) to develop volunteer programs and build infrastructure through the AmeriCorps Volunteer Infrastructure Program (VIP). Proposed Agreement No. 10-89 is attached for the City Council's review and consideration.

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 being selected as a partner to conduct the AmeriCorps VIP. IEUW will work with staff to recruit, enroll, and train an AmeriCorps VIP Fellow. The AmeriCorps VIP Fellow would work with staff to generate volunteers and build infrastructure that support services to youth and their families. Through AmeriCorps VIP, the VIP Fellow would be assigned to the MCC and would provide a minimum of 1700 hours of service.

The term of proposed Agreement No. 10-89 is September 17, 2010, through September 16, 2011.

FISCAL IMPACT: Agreement No. 10-89 would require a cash match of \$7,000 from non-federal sources and an in-kind match of \$4,000 from nonfederal sources per VIP Fellow for member supervision. The Montclair Youth Sponsorship Fund would provide the cash match.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-89 with the Inland Empire United Way to provide the AmeriCorps Volunteer Infrastructure Program.

Prepared by: <u>M. Richter</u>	Reviewed and Approved by: <u>Steve Kastro</u>
Proofed by: <u>Christine Smiderly</u>	Presented by: <u>[Signature]</u>

CITY OF MONTCLAIR
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763
(909) 626-8571

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT is made and entered into this 16th day of August, 2010, by and between the City of Montclair, hereinafter referred to as the "CITY," and Inland Empire United Way, hereinafter referred to as the "IEUW."

AMERICORPS VIP MEMORANDUM OF UNDERSTANDING 2010-2011

This is a Memorandum of Understanding between the IEUW and the CITY to conduct the AmeriCorps Volunteer Infrastructure Program (VIP). The AmeriCorps VIP program will engage AmeriCorps members in local non-profits to develop volunteer programs and build infrastructure. It is expressly understood and agreed by the IEUW and the CITY as follows:

- I. **Purpose:** The purpose of this Memorandum of Understanding is to establish and maintain an effective working relationship between the parties to ensure the coordination of the AmeriCorps VIP program.
- II. **Term:** This Memorandum of Understanding shall be in effect from *September 17, 2010 to September 16, 2011* or until such time as either of the agencies requests a meeting in writing to redefine the agreement or funding is terminated. Either party may also terminate this agreement in sixty days by giving written notice.
- III. **Goals of the Program:** Build a volunteer management program through the development of systems in nonprofit and educational organizations that will enable the Partner Site to successfully generate, place and support volunteers in order to serve the community more effectively.
 - Each VIP Fellow will generate, place and track 100 volunteers.
 - Of these 100 volunteers, 50 will be ongoing and will provide a minimum of 10 hours each of service while the remaining 50 will participate in project-based activities and will serve a minimum of 2 hours each.
- IV. **Description of Services:** IEUW will work with the CITY to recruit, screen, enroll, orient, and train AmeriCorps Members. Members will work with the CITY to generate volunteers and build infrastructure that support services to youth and their families. Through AmeriCorps VIP, (1) AmeriCorps Member(s) will be assigned to the CITY to provide a minimum of 1700 hours of service.

V. Obligations of CITY:

1. Meet the criteria outlined in the AmeriCorps VIP Partner Site Application.
2. Provide Cash Match from non-federal sources of \$7,000 per member payable in 2 installments.
 - o 1st installment of \$3,500 will be due no later than October 17, 2010 (i.e., within the first 30 days of the MOU effective date September 17, 2010)
 - o 2nd installment of \$3,500 will be due no later than August 16, 2011 (i.e., 30 days prior to the end of year service)
3. Provide In-Kind Match from non-federal sources of \$4,000 per VIP Fellow for member supervision.
4. In the event that the state of California does not pass a budget prior to the start date of this MOU (September 17, 2010) the CITY will agree to provide the AmeriCorps member's full monthly stipend until the state budget passes. In the event that the amount of the stipend exceeds the \$7,000 cash match, the partner site will be reimbursed accordingly, once the state passes a budget. In the event that the stipend amount exceeds the first \$3,500 of the cash match requirement, but not the \$7,000, the amount expended over the \$3,500 will be deducted from the \$7,000 total and the final installment will be \$3,500 minus the amount spent over the first \$3,500 installment.
 - o Payment under these conditions would be expected by the last day of each month until the state passes a budget.
5. Assist IEUW in the recruitment and selection of AmeriCorps Member(s). This includes posting the position within the agency; referring interested parties; conducting interviews; and participating in final selection of the AmeriCorps Member(s).
6. Provide member with an orientation and any agency-specific training they will need to carry out their assigned tasks. Orient agency staff about AmeriCorps and the roles and responsibilities of any member assigned to the agency.
7. Participate in a Volunteer Capacity Assessment three times annually to inform the Member of the needs of the organization.
8. Designate an appropriate paid supervisor to supervise the member's day-to-day performance and provide documentation of supervision, evaluate the member three times per year, and approve and submit the member's timesheets.
9. Ensure that the VIP Fellow completes his/her term of service. Partner Sites cannot hire a Fellow whilst he or she is enrolled in AmeriCorps. Doing so undermines the program and will result in immediate cancellation of this agreement.
10. a) In the event that the VIP Fellow drops out of the program before he or she has completed 30% of their service term, every effort will be made to replace the Fellow. The CITY will be responsible for covering any additional member costs, as they are non-transferable. For example, if the initial member served 20% of his/her service term, the Partner Site would be responsible for paying the \$1,400 in Cash Match already spent on the member who is leaving plus the second member's full Cash Match of \$7,000. In this example, total cost to the partner site is \$8,600.
b) If no replacement is made and the VIP Fellow has served less than 30% of his/her service term, the CITY will be reimbursed for the portion of the

Cash Match spent on the member leaving. For instance, if the member has served 10% of his/her service term and is not replaced, the CITY would be reimbursed the remaining \$6,300.

c) If the VIP Fellow has served more than 30% of his/her term of service and drops out of the program, no replacement can be made, and the Partner Site will not be reimbursed for the member cost portion of the Cash Match.

d) The administrative portion of the Cash Match will not be reimbursed in any of the above cases.

11. Allow member to attend all scheduled AmeriCorps VIP sponsored events, trainings, and service projects.
12. Provide member with any resources and tools needed to perform their service effectively, including adequate workspace and access to a computer with internet access and phone.
13. Provide member with appropriate leadership opportunities that will enhance his/her professional development, including encouraging the member to participate on agency committees, working groups, or boards.
14. Notify IEUW Staff in a timely manner of any problems with the member's performance, including failure to report to the site, unprofessional behavior, etc.
15. Conduct regular supervision meetings with the member at the Partner Site.
16. Attend regular monthly meetings with the AmeriCorps VIP partners.
17. Maintain service records and documentation and participate in AmeriCorps VIP surveys, assessments, and progress reports when needed.
18. Provide projects that offer member a minimum of 1,700 hours for full-time, meaningful service.
19. Communicate and collaborate with IEUW on a regular basis, including sharing any challenges or concerns in a timely manner.
20. CITY shall indemnify, pay for the defense of, and hold harmless IEUW 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.

VI. Obligations of IEUW:

1. Recruit, screen (including background check), enroll, assign, and orient 6 AmeriCorps Members to serve an average of 40 hours per week developing volunteer programs at Partner Sites.
2. Ensure all appropriate documents are received and filed in accordance with the AmeriCorps Member File Checklist, ensuring eligibility for each Member to serve in AmeriCorps.
3. Coordinate the payment and tracking of AmeriCorps Members in the completion of their service hours and receipt of their education award.
4. Develop training program and manual for AmeriCorps Members to include host site information, volunteer development basics, recruitment, retention, and strategies for support based on characteristics of the volunteer population, and basic training on setting up an effective volunteer program.
5. Support Partner Sites in the member evaluation process.

6. Provide reflection opportunities for VIP Fellows to encourage personal growth and continuous improvement.
7. Provide training to all staff and support throughout the year.
8. Provide ongoing support to members and Partner Site liaisons through on-site, telephone, email, and web-based training and technical assistance.
9. Provide assistance in the completion of all required reports.
10. Compile data for quarterly reports to be submitted to Napa County Office of Education (NCOE).
11. Liaise between Partner Sites and NCOE when needed.
12. Work with Partner Sites to ensure a high-quality experience for members by addressing challenges, and celebrating successes.
13. Provide workers' compensation coverage on AmeriCorps VIP Fellows
14. Enroll the AmeriCorps VIP member as an employee of the Inland Empire United Way for the duration of their year of service.
15. Will provide proof of professional liability insurance to our community partner sites.
16. **IEUW** 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 **IEUW's** negligent or willful acts and/or omissions in rendering any services hereunder.

VII. Obligations of VIP Fellow:

Spend 60 % of his/her time on Volunteer Development/Capacity Building; no more than 25% of his/her time on Direct Service; 15% of his/her time on Training and Development.

Volunteer Development/Capacity Building (60%)

1. Develop and implement a volunteer program, including the development of position descriptions, assessments and training programs.
2. Recruit community members as volunteers for programs that support children, youth, and families.
3. Develop a system to support and recognize volunteers at the Partner Site.
4. Under the direction of the Partner Site supervisor, track volunteer program and infrastructure development at the Partner Site throughout the year.
5. Communicate with Supervisors, Administrators, and Program Staff on an ongoing basis to meet the needs of the program.
6. Conduct other infrastructure development activities as identified in the Partner Site Assessment.

Direct Service (no more than 25%)

7. Work side-by-side with volunteers to provide guidance, better understand the clients' needs, and to improve the volunteer experience.

Training and Development (15%)

8. Participate in all program required trainings and development opportunities, including orientation, two statewide and two regional trainings.

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

"IEUW"
9644 Hermosa Avenue
Rancho Cucamonga, CA 91730
(909) 980-2857

By: _____
Paul M. Eaton
Mayor

By: _____
Gregory Bradbard
President & CEO

Date: _____

ATTEST:

Donna M. Jackson
City Clerk

Signature

Printed Name

Title

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-93, THE SECOND AMENDMENT TO LEASE AGREEMENT NO. 04-17 BY AND BETWEEN THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND MONTCLAIR TOWN CENTER, LLC, A DELAWARE LIMITED CORPORATION, ON BEHALF OF THE MONTCLAIR CHAMBER OF COMMERCE FOR THE SUITE LOCATED AT 5220 BENITO STREET	DATE: August 16, 2010 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: COC050/RDA405 DEPT.: REDEVELOPMENT
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BUSINESS PLAN: N/A

REASON FOR CONSIDERATION: Staff is requesting the Redevelopment Agency Board of Directors consider approval of Agreement No. 10-93, the Second Amendment to Lease Agreement No. 04-17 by and between the Montclair Redevelopment Agency and the Montclair Town Center, LLC, a Delaware Limited Liability Corporation, on behalf of the Montclair Chamber of Commerce for the suite located at 5220 Benito Street. A copy of Agreement No. 10-93, as well as Lease Agreement No. 04-17 and First Amendment to Lease Agreement No. 07-66, is included in the agenda packet for the Redevelopment Agency Board of Directors' review and consideration.

BACKGROUND: Pursuant to a prior three-year Lease Agreement, the City of Montclair Redevelopment Agency pays the monthly lease for a suite located at 5220 Benito Street at the Montclair Town Center on behalf of the Montclair Chamber of Commerce. The Chamber of Commerce has occupied the suite since the late 1970s and desires to remain located at the Town Center suite.

The Montclair Town Center has requested that the Agency enter into the Second Amendment to Lease for an additional three years with a termination date of June 30, 2013. The Minimum Annual Rent under the terms of the First Amendment to Lease Agreement No. 07-66 has been modified to include new lease terms beginning with a monthly lease rate of \$1.20/square foot based on floor area of 1,236 square feet and the following financial provisions:

1. July 2010 - June 2011: \$1,483.20/month, plus triple net charge of \$.44/square foot
2. July 2011 - June 2012: \$1,606.80/month, plus triple net charges
3. July 2012 - June 2013: \$1,730.40/month, plus triple net charges

Triple net charges include items such as taxes, maintenance of common areas, building exteriors, the parking lot, and landscaping.

Prepared by: <u>Melinda Flores</u>	Reviewed and Approved by:	<u>M. SPAINES</u>
Proofed by: <u>Christine P. Calderon</u>	Presented by:	<u>[Signature]</u>

The previous rent charge for the First Amendment to Lease was based on the entire 1,379 square foot space. The rent charge for the Second Amendment to Lease would be based on 1,236 square feet to allow the landlord use of the 143-square-foot closet/corridor should the adjacent office space be leased in the future.

The Agency's monthly lease payment under the terms of the previous three-year Lease Agreement with the Montclair Town Center for the Chamber's suite was \$2,282, plus a monthly triple net charge of \$.36 per square foot.

To ascertain if the lease rate for the 5220 Benito Street location is competitive based on different market conditions. Since the last amendment, Agency staff utilized the services of CoStar Group, a real estate company, to obtain comparable lease rates for office suites. The CoStar Group report shows average rental rates at \$1.31 per square foot for office space in Montclair, which is similar to the Montclair Town Center suite in terms of square footage. The results indicate that the lease rate is competitive compared to the other properties surveyed.

FISCAL IMPACT: The first-year lease rate for the space located at 5220 Benito Street is \$1.20 per square foot, or \$1,483.20 per month, plus a monthly triple net charge of \$.44 per square foot, or \$606.76. The lease rate would become effective on the date of execution of proposed Agreement No. 10-93 for a period of three years. The annual first-year lease rate totals \$25,079.52, which includes a triple net charge of \$.44 per square foot.

RECOMMENDATION: Agency staff recommends the Redevelopment Agency Board of Directors approve Agreement No. 10-93, the Second Amendment to Lease Agreement No. 04-17 by and between the City of Montclair Redevelopment Agency and the Montclair Town Center, LLC, a Delaware Limited Liability Corporation, on behalf of the Montclair Chamber of Commerce for the suite located at 5220 Benito Street.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-95 WITH THE CITY OF CLAREMONT POLICE DEPARTMENT FOR USE OF THE MONTCLAIR POLICE DEPARTMENT WEAPONS FIRING RANGE	DATE: August 16, 2010
	SECTION: AGREEMENTS
	ITEM NO.: 3
BUSINESS PLAN: N/A	FILE I.D.: PDT725
	DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-95 for use of the Montclair Police Department weapons firing range. Proposed Agreement No. 10-95 has been reviewed and approved by the City Attorney.

BACKGROUND: The City of Montclair Police headquarters at 4870 Arrow Highway houses an indoor weapons firing range. The Police Department utilizes the range at least two days each month for firearms training. When not in use by Department staff, the shooting range is rented to other law enforcement agencies to offset costs associated with maintenance of the facility.

The City of Claremont Police Department has requested to rent the shooting range four times per year. Staff conducted a survey of other indoor shooting range facilities and found that \$300 per day is a fair and competitive rental cost for use of the range. The Montclair Police Department currently extends to agencies a discounted rate of \$255 per day through September 30, 2010. Effective October 1, 2010, the normal rate of \$300 per day will resume.

Proposed Agreement No. 10-95 details the terms of use of the weapons firing range by the Claremont Police Department. The agency would be responsible for providing its own supplies and equipment.

Proposed Agreement No. 10-95 would become effective August 16, 2010, and would remain in effect until terminated by either party, with or without cause, upon written notice to the other party at least thirty (30) days prior to the date specified for such termination.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 10-95, the annual revenue would be \$1,200.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-95 with the City of Claremont Police Department for use of the Montclair Police Department weapons firing range.

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

CITY OF MONTCLAIR

**AGREEMENT FOR USE OF
WEAPONS FIRING RANGE**

THIS AGREEMENT is made and effective as of _____, 20____, between the CITY OF MONTCLAIR (hereinafter "City") and the CITY OF CLAREMONT (hereinafter "Agency"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, the City owns and operates a Weapons Firing Range (hereinafter "Range") located at the Montclair Police Facility, 4870 Arrow Highway, Montclair, California; and

WHEREAS, Agency desires to enter into an agreement for the use of the Range for the purpose of firearms training;

NOW, THEREFORE, the parties agree as follows:

1. Use of Range

City shall make the Range available to Agency's sworn law enforcement officers at such times as are mutually agreeable to both parties. Agency shall only allow its currently employed sworn law enforcement officers (hereinafter "personnel") to use the Range. Agency's personnel shall have exclusive use of the Range at Agency's scheduled time. Agency's personnel shall not share use of the Range with personnel from any other public agency. Agency's personnel shall comply with the Range Safety Rules set forth in Exhibit A, attached hereto. Violations of the Range Safety Rules may result in immediate termination of Agency's Range privileges.

2. Range Master Required

Agency shall have a trained range master present to supervise all firearms use and training at all times during use of the Range by Agency's personnel. Each range master shall first attend a training course provided by the Montclair Police Department on the use of range equipment. The range master shall personally supervise and control the course of training of Agency's personnel and shall insure that all personnel comply with the Range Safety Rules set forth in Exhibit A.

3. Supplies and Equipment

Agency shall supply and bear the cost of all supplies and equipment necessary for all firearms use and training, including but not limited to ammunition, weapons, cardboard backing paper targets, earphones, shooting glasses, and cleaning equipment.

4. Fees

Agency shall pay City the sum of Two Hundred Fifty-Five Dollars (\$255.00) for use of the Range for a twenty-four (24) hour period through September 30, 2010. Effective October 1, 2010, Agency shall pay City the sum of Three Hundred Dollars (\$300.00) for use of the Range for a twenty-four (24) hour period. Agency shall be billed on a quarterly basis and shall pay City within thirty (30) days of invoicing. City shall have the right to renegotiate the rate for Range usage under this agreement at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed upon in writing by both parties in the form of an amendment to this agreement.

5. Damage to Range

Agency shall promptly pay for any damage or necessary repairs to Range resulting from the use of the Range by Agency's personnel.

6. Indemnification

To the full extent permitted by law, Agency shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this agreement or use of the Range by Agency or by any individual or entity for which Agency is legally liable, including but not limited to officers, agents, employees or subcontractors of Agency.

7. Insurance Requirements

Without in any way affecting the indemnity herein provided and in addition thereto, Agency shall secure and maintain throughout the contract the following types of insurance with limits as shown:

(a) Workers' Compensation. 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 Two Hundred Fifty Thousand Dollar (\$250,000.00) limits, and specifically covering the activities of Agency's personnel at the Range.

(b) Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00).

(c) Additional Named Insured. All policies, except for Workers' Compensation, shall contain additional endorsements naming the City and its officers,

10. Governing Law

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

11. Entire Agreement

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

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

CITY OF MONTCLAIR

AGENCY:

Claremont Police Department

BY: _____
Mayor

BY: 
Paul Cooper
Chief of Police

ATTEST:

ATTEST:

City Clerk


City Clerk *deputy*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney


City Attorney

EXHIBIT A

MONTCLAIR POLICE DEPARTMENT

Range Safety Rules

1. Federal, state, and local firearm laws must be obeyed. Violation of any Range Safety Rule may result in the removal of the violator from the facility.
2. All rules posted within the facility shall be obeyed. Read and understand all rules prior to utilizing the facility.
3. The **Montclair Police Department Range Facility** consists of several separate areas. All areas are distinctively marked:
 - **Range Foyer:** This is the reception area for the range. Only authorized personnel may use the north entry door. All other persons shall utilize the south (public parking lot) entry door. This area is not to be used for the preparation, cleaning, loading, or servicing of firearms.
 - **Range Ready Room:** This area is to be utilized for range preparation. Any loaded weapons brought into the range facility are to be unloaded using the projectile containment system mounted on the wall. This area may be used for preparing equipment, loading magazines, or dressing in range safety equipment, ballistic vests, duty-belts, and/or holsters. **Due to limited space, a maximum of five persons may prepare to shoot at any given time.**
 - **Shooting Range Room:** This area includes the firing line. It may only be accessed via the Range Ready Room. ***Shooters shall not enter or leave the Shooting Range Room with loaded firearms.*** Range staff members are exempt from this restriction.
 - **Range Control Room:** This room is to be used by range staff only and shall not be entered without the authorization of a range staff member.
 - **Weapon Cleaning Room:** This area is to be used for the cleaning and servicing of firearms and equipment. A range storage room can be accessed from this room. Peace officers, or those authorized to carry loaded firearms, may reload firearms in the Weapon Cleaning Room prior to departure. The projectile containment system mounted on the wall shall be utilized when loading weapons. **Due to limited space, a maximum of five participants may utilize this room at any given time.**
 - **Range Office:** This area is to be used by range staff only and shall not be entered without authorization from a range staff member. A range storage room can be accessed from this office.
 - **Range Restroom:** May be used by those utilizing the range facility.
4. Persons lawfully possessing loaded firearms may enter the range facility with loaded firearms. Except on the firing line at the direction of a range master,

firearms shall be loaded and unloaded utilizing the projectile containment systems located in the Range Ready Room and the Weapon Cleaning Room.

5. When entering and the leaving the Shooting Range Room (firing line room), handguns must be unloaded, with actions open, magazines removed and holstered (or unloaded and encased). Rifles must be unloaded with actions open and magazines removed (or unloaded and encased). Rifles will be carried safely with the muzzle pointed upward. **Persons utilizing the range shall not enter or leave the "Shooting Range" with a loaded firearm.**
6. Shooters shall not enter the Shooting Range Room until directed to do so by a member of the range staff. The Shooting Range Room doors shall remain closed during an active course of fire.
7. While in the Shooting Range Room (firing line), firearms will only be loaded and unloaded at the direction of a range master with the muzzle pointed down-range, unless otherwise directed.
8. In order to prevent damage to the range equipment, cross-firing at targets is not allowed unless authorized by a range master.
9. Eye and ear protection shall be utilized in the Shooting Range Room. Ear protection shall be utilized in the Range Ready Room. This includes observers.
10. Food, beverages, and use of tobacco products are prohibited within the range facility.
11. Commands issued by range masters and range personnel must be obeyed immediately and without question.
12. To prevent lead buildup in the range backstop and the air filtration system, personnel shall only use "clean fire" ammunition. Personnel required to shoot duty ammunition that is not "clean fire" shall notify and obtain the approval of the Montclair Police Department Support Services Lieutenant in advance of the scheduled shoot.
13. Never use tracer ammunition in the range.
14. Personnel may not shoot rifle ammunition over .223 caliber.
15. Personnel using shotguns at the range shall not use the target carrier to hold the target. When firing shotguns, the target carriers shall remain at the "home" position.
16. Personnel shall clean the range facility at the end of the shooting period, including the removal of all expended casings, and debris. **Brooms shall not be used in the Shooting Range Room.** Instructions on proper cleaning techniques will be provided to range staff.

17. Steel targets shall not be used in the range facility.
18. No vehicles shall be allowed inside the range facility without the advanced approval of the Montclair Police Department Support Services Lieutenant.
19. Personnel shall report all injuries or property damage to the Montclair Police Department Watch Commander, who will forward the information to Montclair Police Department Support Services Lieutenant.
20. All shooters must utilize proper personal safety equipment as required by their agency's policy and/or range staff.
21. Unsafe conditions, defective equipment, and facility repair requests should be reported immediately to a range staff member. Conditions requiring repair or alteration shall be reported to the Montclair Police Department Support Services Lieutenant.
22. ALWAYS practice basic firearms safety:
 - ALWAYS point the muzzle in a safe direction
 - Keep your finger off the trigger until the command to fire has been given.
 - ALWAYS be sure of the target and what is beyond
 - ALWAYS treat the firearm as if it were loaded
 - Shoot only at authorized targets
 - When making a firearm "safe," visually and physically inspect the firearm
 - OBEY all commands given by range staff

AGENDA REPORT

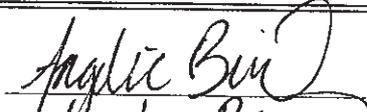
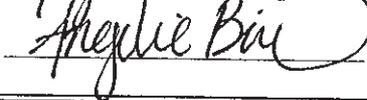
SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-96 WITH SAN BERNARDINO COUNTY TO RECEIVE APPROXIMATELY \$11,183 IN MATCHING FUNDS FROM THE FY 2010 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM	DATE: August 16, 2010 SECTION: AGREEMENTS ITEM NO.: 4 FILE I.D.: EMR100 DEPT.: FIRE
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 10-96 with San Bernardino County to receive approximately \$11,183 in matching funds from the federal FY 2010 Emergency Management Performance Grant (EMPG) Program. Proposed Agreement No. 10-96 is attached for the City Council's review and consideration.

BACKGROUND: The purpose of the EMPG Program is to support comprehensive emergency management programs at the local jurisdiction level and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. The EMPG Program provides resources to the San Bernardino County Operational Area (OA) for the development and implementation of the Standardized Emergency Management System/ National Incident Management System within the County. The program also supports County and cities/towns participation on the San Bernardino County Operational Area Coordinating Council.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 10-96, the City would receive approximately \$11,183 in matching funds from the FY 2010 EMPG Program for the City's Federal Fiscal Year 2010-11. The EMPG funds are distributed to 24 cities/towns and the County as members of the San Bernardino County OA. Each city/town is allocated a \$5,000 base, with the remainder of the grant distributed on a per capita basis to each eligible jurisdiction. The per capita calculations are based on the 2009/2010 California Department of Finance Demographic Research Unit E-1 table.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-96 with San Bernardino County to receive approximately \$11,183 in matching funds from the FY 2010 Emergency Management Performance Grant (EMPG) Program.

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

**FY2010 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM
SUB RECIPIENT AGREEMENT**

Name of Sub Recipient City of Montclair
 Address: 5111 Benito Street
 City: Montclair State: CA Zip Code: 91763
 Telephone Number: (909) 447-3542
 E-Mail Address: abird@cityofmontclair.org

In acceptance of the fiscal year 2010 Emergency Management Performance Grant Program funds, the above referenced Sub Recipient understands and agrees to the following Federal Grant Guides:

1. Understands and agrees to the following Federal Grant Guides in acceptance of the fiscal year 2010 Emergency Management Performance Grant funds, CFDA 97.042, funded by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
2. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
3. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
4. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
6. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
7. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits

discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-2S5), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

8. Will comply, or has already complied, with the requirements of Titles II and 111 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
9. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33.3), regarding labor standards for federally assisted construction subagreements.
11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following:
 - (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (b) notification of violating facilities pursuant to EO 11738;
 - (c) protection of wetlands pursuant to EO 11990;
 - (d) evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);
 - (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
 - (h)

protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions. A copy of the jurisdictions most recently filed Single Audit Report must be forwarded to County OES.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
20. Sub Recipient shall submit (to County Fire/OES) a copy of their procurement policies and adhere to such policies as specified in the OMB Circular, and shall comply with the financial and administrative requirements set forth in the current editions of the Office of Justice Programs (OJP) Financial Guide.
21. Sub Recipient shall attach Request for Proposals, bid advertisements, and/or a list of quotes from qualified vendors, etc. to Reimbursement Requests when procurement policies require such procedures in the purchasing of grant equipment.
22. Sub Recipient will not make any award or permit any award (sub-grant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension". Suspended or debarred suppliers can be located on www.pd.dgs.ca.gov/smbus/suspendlist.htm.
23. Sub Recipient must maintain all payment documents and procurement records for grant purchases/expenditures for three (3) years after the close of the grant, which occurs when the

California Emergency Management Agency (CalEMA) has filed the final report. Sub Recipient must notify County OES prior to purging or destroying any and all supporting documentation for the EMPG grant program, including expense related documents.

24. Sub Recipient shall immediately report to (County Fire/OES) all damaged, lost or stolen equipment/property that is purchased with grant funds per the OMB Circular. Sub Recipient must be complete and return the attached "Damaged, Lost, or Stolen Report Form" to County Fire/OES for reporting to the California Emergency Management Agency (Cal EMA).
25. It shall be the responsibility of the Sub Recipient to track and maintain all equipment on a generally accepted accounting system. County Fire/OES will request periodic progress reports on the location and condition of grant purchased equipment to forward to CALEMA when necessary.
26. Contract provisions: A grantee's and subgrantee's contracts must contain provisions as noted in the sub-section below. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurements Policy.
 - a. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
 - b. Notice of awarding agency requirement and regulations pertaining to reporting.
 - c. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - d. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
27. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

CERTIFICATIONS

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

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

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

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

4. SWEATFREE CODE OF CONDUCT:

- a. All applicants contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the subgrant have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The applicant further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The applicant agrees to cooperate fully in providing reasonable access to the applicant's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
5. **DOMESTIC PARTNERS:** For subgrants executed or amended after July 1, 2004, the applicant may elect to offer domestic partner benefits to the applicant's employees in accordance with Public Contract Code section 10295.3. However, the applicant cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

TERMS AND CONDITIONS

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

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

Current State Employees (Public Contract Code §10410):

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

Former State Employees (Public Contract Code §10411):

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

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

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

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

- 4. APPLICANT NAME CHANGE: An amendment is required to change the applicant's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

- 5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

- 6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the applicant shall not be:
 - (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
 - (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
 - (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

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

Name (Print Please)

Title

Authorized Agent

Date

This form should be completed
and submitted to County OES
by September 9, 2010

ORGANIZATION/PLANNING

Jurisdiction: City of Montclair Contact Name: Angelic Bird
 Address Line: 8901 Monte Vista Avenue Phone Number: (909) 447-3542
 Address Line: Montclair, CA 91763 E-mail Address: abird@cityofmontclair.org

PERSONNEL INFORMATION		ESTIMATED COSTS			ACTIVITIES AND FINAL PRODUCT(S)		
Last Name	First Name	Position/Title	Proposed Budget Amount**	Local Share**		EMPG Share	Total Amount to be Charged to Grant
Bird	Angelic	Secretary/Emergency Services Coordinator	\$ 31,615	\$ 20,432	\$11,183	\$ 11,183.00	Emergency Management Activities and Deliverables Emergency preparedness activities and services coordinated and provided to the community

\$11,183.00

* This includes salary and fringe benefits

** Please explain below how your jurisdiction will fund the local match:
 The City of Montclair provides an Emergency Services Coordinator through the Montclair Fire Department. Within the approved Fire Department budget is the Disaster Preparedness Program, which identifies \$31,615 for salary and benefits for the Secretary/Emergency Services Coordinator.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 10-97 WITH AMERICAN YOUTH SOCCER ORGANIZATION FOR USE OF THE SARATOGA PARK MULTIPURPOSE FIELD	DATE: August 16, 2010
	SECTION: AGREEMENTS
	ITEM NO.: 5
BUSINESS PLAN: N/A	FILE I.D.: ATH025/PRK550
	DEPT.: COMMUNITY DEV.

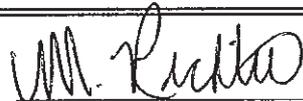
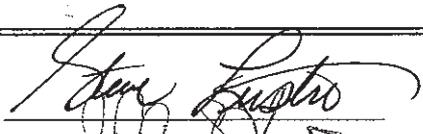
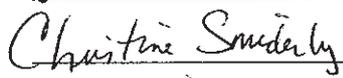
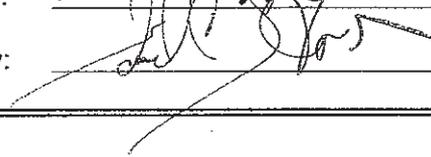
REASON FOR CONSIDERATION: The American Youth Soccer Organization (AYSO) has requested use of a City facility to conduct its fall/winter activities. Proposed Agreement No. 10-97 with AYSO is attached for the City Council's review and consideration.

BACKGROUND: Pursuant to proposed Agreement No. 10-97, AYSO would use the multipurpose field at Saratoga Park for its soccer practices Mondays through Thursdays and for its games on Saturdays during daylight hours only. Sunday field use is only permitted in the event a game is rained out.

The term of proposed Agreement No. 10-97 is September 1, 2010, through November 30, 2010.

FISCAL IMPACT: A total of approximately \$10,000 in maintenance and upkeep costs is associated with AYSO's use of the subject multipurpose field.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 10-97 with the American Youth Soccer Organization for use of the Saratoga Park multipurpose field.

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

**AGREEMENT NO. 10-97
WITH AMERICAN YOUTH SOCCER ORGANIZATION
FOR USE OF SARATOGA PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called CITY, and American Youth Soccer Organization, Ontario-Montclair Region #66, hereinafter called AYSO.

WITNESSETH:

WHEREAS, CITY presently has a multi-purpose field generally located at the southwest corner of Vernon Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises AYSO desires to use for youth soccer activities at such times and hours set forth in Section 1(p). The term of this Agreement is for September 1, 2010, through November 30, 2010.

SECTION 1: AYSO hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to engage in vending of any kind.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.

- h. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and AYSO will not be permitted to use the facilities.
- i. To conform with all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- j. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- k. AYSO agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. AYSO shall furnish and supply personnel to conduct and supervise the AYSO activities on the premises.
- l. No session to be held under lights.
- m. To provide the Human Services office with a list of the Board of Directors, including names, addresses, and telephone numbers.
- n. To designate one individual as the AYSO's representative to work with the CITY's representative.
- o. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which AYSO had knowledge.
- p. It is agreed that AYSO may use said multi-purpose field September 1, 2010, through November 30, 2010. Practices may be held Mondays through Thursdays from 4:00 to 7:00 p.m. Games will generally commence on Saturdays at 8:00 a.m. and conclude at 6:00 p.m. (Field preparation may begin at 7:00 a.m.)

- q. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at AYSO's sole cost and expense, AYSO shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and AYSO, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California and 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 and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. AYSO shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.
- r. **INDEMNIFICATION:** AYSO shall defend, indemnify and save harmless 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 AYSO 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 AYSO in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.
- s. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the AYSO, unless such person is otherwise regularly employed by and conducting official business of CITY.
- t. To conduct all operations in compliance with the Americans with Disabilities Act.

- u. AYSO shall furnish and supply personnel to conduct and supervise AYSO activities on the premises.
- v. AYSO shall provide and maintain portable rest rooms from an approved company for participants and spectators. AYSO will prohibit participants and spectators from using the permanent park rest room facilities.
- w. AYSO shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for AYSO meetings.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. AYSO shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by AYSO. A Contact List containing the emergency telephone numbers is attached.
- e. To provide a set of #2004 master padlock keys to AYSO for use of the trash bunker in the north parking lot.
- f. To designate a CITY representative to work with AYSO on all matters relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the AYSO will be refused the use of the CITY facilities.

APPROVED AND ADOPTED this _____ day of _____ .

MAYOR, CITY OF MONTCLAIR

ATTEST:

CITY CLERK, CITY OF MONTCLAIR

REGIONAL COMMISSIONER
AMERICAN YOUTH SOCCER
ORGANIZATION

ASSISTANT REGIONAL COMMISSIONER
AMERICAN YOUTH SOCCER
ORGANIZATION

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2010

After Hours Emergency - Call Montclair PD	Montclair Police Dept	Contact	(909) 621-4771
Sports League Administration	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Building Maintenance	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Ground Maintenance	Building Maintenance Supervisor	Mike McGehee	((909) 625-9443work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
	Public Works Superintendent		(909) 625-9466

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NOS. 10-98, 10-99, 10-100, 10-101, AND 10-102 WITH ALL CITIES YOUTH BASEBALL, MONTCLAIR LITTLE LEAGUE, AND MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE, RESPECTIVELY, FOR USE OF BALL FIELD FACILITIES	DATE: August 16, 2010
	SECTION: AGREEMENTS
	ITEM NO.: 6
	FILE I.D.: ATH020/215/218
BUSINESS PLAN: N/A	DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: All Cities Youth Baseball, Montclair Little League, and Montclair Golden Girls Softball League have requested use of City facilities for their fall/winter sports activities. Proposed Agreement Nos. 10-98 and 10-99 with All Cities Youth Baseball, 10-100 and 10-101 with Montclair Little League, and 10-102 with Montclair Golden Girls Softball League are attached for the City Council's review and consideration.

BACKGROUND: Pursuant to proposed Agreement Nos. 10-98 and 10-99, All Cities Youth Baseball would use Essex Park and the northwest field at Kingsley Park for its baseball activities weekdays and Saturdays. Pursuant to proposed Agreement Nos. 10-100 and 10-101, Montclair Little League would use the northwest field at Kingsley Park and the two southern and two northern fields at Saratoga Park for its baseball activities weekdays and Saturdays. Pursuant to proposed Agreement No. 10-102, Montclair Golden Girls Softball League would use Vernon Park for its softball activities on weekdays and Saturdays. Sunday field use by all leagues is only permitted in the event ball games are rained out.

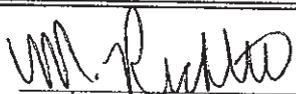
Montclair Little League and Montclair Golden Girls Softball League have each requested the use of lights for activities that may be conducted after dark. Each league has agreed to pay \$10 per hour per field for such use.

The terms of proposed Agreement Nos. 10-98, 10-99, 10-100, 10-101, and 10-102 with the respective All Cities Youth Baseball, Montclair Little League, and Montclair Golden Girls Softball League are September 1, 2010, through November 30, 2010.

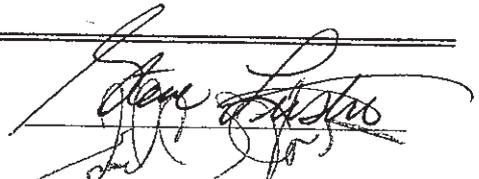
FISCAL IMPACT: A total of approximately \$200,000 (\$50,000 per park) in maintenance and upkeep costs is associated with the leagues' use of the subject parks.

RECOMMENDATION: Staff recommends the City Council approve Agreement Nos. 10-98, 10-99, 10-100, 10-101, and 10-102 with All Cities Youth Baseball, Montclair Little League, and Montclair Golden Girls Softball League, respectively, for use of ball field facilities.

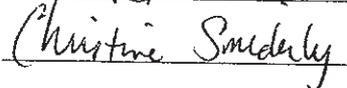
Prepared by:



Reviewed and Approved by:



Proofed by:



Presented by:

**AGREEMENT NO. 10-98
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF KINGSLEY PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called CITY, and All Cities Youth Baseball (ACYB), hereinafter called ACYB.

WITNESSETH:

WHEREAS, CITY presently has a baseball field generally located at the northwest end of Kingsley Elementary School at Benson Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(v). The term of this Agreement is for September 1, 2010, through November 30, 2010.

SECTION 1: ACYB, a 501c(3) hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.

- i. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within one hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and ACYB will not be permitted to use the facilities.
- j. To maintain snack bar building at all times, including for graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building.
- k. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the restrooms. At the end of the playing season, an inspection shall be conducted by CITY and AYCB representatives to ensure that all areas have been properly cared for and cleaned up.
- l. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- m. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- n. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- o. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious

mischief to the property. ACYB shall furnish & supply personnel to conduct and supervise ACYB activities on the premises.

- p. If AYCB elects to use lights prior to regular season play, to be responsible for the payment of electrical services associated with such lighting at the rate of Ten Dollars (\$10) per hour, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- q. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- r. To provide CITY with participant rosters, practice and game schedules.
- s. To provide CITY with financial statements upon request for audit purposes.
- t. To designate one individual as the ACYB's representative to work with the CITY's representative.
- u. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which AYCB had knowledge.
- v. It is agreed that AYCB may use said baseball fields from September 1, 2010, through November 30, 2010, Wednesdays and Fridays, generally commencing at 4:00 p.m. No activities will be conducted past 10:00 p.m.
- w. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and 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 and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- x. INDEMNIFICATION: ACYB shall defend, indemnify and save harmless 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 ACYB 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 ACYB in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.
- y. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- z. To conduct all operations in compliance with the Americans with Disabilities Act.
- aa. ACYB shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for ACYB meetings.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.

- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To invoice ACYB monthly for the costs of separately metered field lighting related to use prior to regular season play.
- f. To designate a CITY representative to work with AYCB on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the ACYB will be refused the use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____.

MAYOR, CITY OF MONTCLAIR

ATTEST:

CITY CLERK, CITY OF MONTCLAIR

PRESIDENT
ALL CITIES YOUTH BASEBALL

SECRETARY
ALL CITIES YOUTH BASEBALL

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2010

After Hours Emergency - Call Montclair PD	Montclair Police Dept	Contact	(909) 621-4771
Sports League Administration	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Building Maintenance	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Ground Maintenance	Building Maintenance Supervisor	Mike McGehee	((909) 625-9443work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
	Public Works Superintendent		(909) 625-9466

**AGREEMENT NO. 10-99
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF ESSEX PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called CITY, and All Cities Youth Baseball (ACYB), hereinafter called ACYB.

WITNESSETH:

WHEREAS, CITY presently has a baseball field generally located at the southwest corner of Howard Street and Essex Avenue, adjacent to and directly east of Ramona Elementary School, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for September 1, 2010, through November 30, 2010.

SECTION 1: ACYB, a 501c(3) hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.

- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain the rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and ACYB will not be permitted to use the facilities.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times including graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building.
- l. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and ACYB must provide one Fire Extinguisher for each barbecue being used. ACYB must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs due to lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. ACYB shall furnish & supply personnel to conduct and supervise the Youth Baseball activities on the premises.
- r. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters, practice and game schedules.
- t. To provide CITY with financial statements upon request for audit purposes.
- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from September 1, 2010, through November 30, 2010, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past daylight hours.

- x. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and ACYB, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and 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 and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- y. **INDEMNIFICATION:** ACYB shall defend, indemnify and save harmless 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 ACYB 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 ACYB in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.

- aa. To conduct all operations in compliance with the Americans with Disabilities Act.

- bb. ACYB shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for ACYB meetings.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. ACYB shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by ACYB. A Contact List containing the emergency telephone numbers is attached.
- e. To refund, at the end of the agreement period and upon approval of the Community Development Director, ACYB's cleaning deposit.
- f. To designate a CITY representative to work with ACYB on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the ACYB will be refused the use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____.

MAYOR, CITY OF MONTCLAIR

ATTEST:

CITY CLERK, CITY OF MONTCLAIR

PRESIDENT
ALL CITIES YOUTH BASEBALL

SECRETARY
ALL CITIES YOUTH BASEBALL

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2010

After Hours Emergency - Call Montclair PD	Montclair Police Dept	Contact	(909) 621-4771
Sports League Administration	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Building Maintenance	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Ground Maintenance	Building Maintenance Supervisor	Mike McGehee	((909) 625-9443work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
	Public Works Superintendent		(909) 625-9466

**AGREEMENT NO. 10-100
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF KINGSLEY PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called CITY, and Montclair Little League, hereinafter called LEAGUE.

WITNESSETH:

WHEREAS, CITY presently has a baseball field generally located at the northwest end of Kingsley Elementary School at Benson Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for September 1, 2010, through November 30, 2010.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.

- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and LEAGUE will not be permitted to use the facilities.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times, including for graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building.
- l. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one Fire Extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the

refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

- n. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish & supply personnel to conduct and supervise LEAGUE activities on the premises.
- r. If LEAGUE elects to use lights prior to regular season play, to be responsible for the payment of electrical services associated with such lighting at the rate of Ten Dollars (\$10) per hour, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.

- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from September 1, 2010, through November 30, 2010, Mondays, Tuesdays and Thursdays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
- y. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and 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 and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.
- z. **INDEMNIFICATION:** LEAGUE shall defend, indemnify and save harmless 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 LEAGUE 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 LEAGUE in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for LEAGUE meetings.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.
- g. To refund, at the end of the agreement period and upon approval of the Community Development Director, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused the use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____.

MAYOR, CITY OF MONTCLAIR

ATTEST:

CITY CLERK, CITY OF MONTCLAIR

PRESIDENT
MONTCLAIR LITTLE LEAGUE

SECRETARY
MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2010

After Hours Emergency - Call Montclair PD	Montclair Police Dept	Contact	(909) 621-4771
Sports League Administration	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Building Maintenance	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Ground Maintenance	Building Maintenance Supervisor	Mike McGehee	((909) 625-9443work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
	Public Works Superintendent		(909) 625-9466

**AGREEMENT NO. 10-101
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF SARATOGA PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called CITY, and Montclair Little League, hereinafter called LEAGUE.

WITNESSETH:

WHEREAS, CITY presently has baseball fields (two northern and two southern fields) generally located at the southwest corner of Vernon Avenue and Kingsley Street, Montclair, California, and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) activities at such times and hours set forth in Section 1(y). The term of this Agreement is for September 1, 2010, through November 30, 2010.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.

- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To provide a special parking area for participants in the Challenger Division, at the times of their games, by cordoning off the southeast portion of the parking lot; to provide the equipment and personnel needed to set up the special parking area; to see that all equipment is removed and properly stored after each use; to provide personnel to monitor the cordoned off area during its use.
- k. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and LEAGUE will not be permitted to use the facilities.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building.
- m. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one Fire Extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- n. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE

representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.

- o. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- p. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- q. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- r. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish & supply personnel to conduct and supervise LEAGUE activities on the premises.
- s. If LEAGUE elects to use lights prior to regular season play, to be responsible for the payment of electrical services associated with such lighting at the rate of Ten Dollars (\$10) per hour, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- t. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, practice and game schedules.

- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from September 1, 2010, through November 30, 2010, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
- z. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and 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 and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be cancelled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.
- aa. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless 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 LEAGUE 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 LEAGUE in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. LEAGUE shall provide CITY with at least two (2) weeks notice for room reservations for use of CITY facilities for LEAGUE meetings.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.
- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.

- g. To refund, at the end of the agreement period and upon approval of the Community Development Director, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused the use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____.

MAYOR, CITY OF MONTCLAIR

ATTEST:

CITY CLERK, CITY OF MONTCLAIR

PRESIDENT
MONTCLAIR LITTLE LEAGUE

SECRETARY
MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2010

After Hours Emergency - Call Montclair PD	Montclair Police Dept	Contact	(909) 621-4771
Sports League Administration	Sports League Liaison	Lelan McDougal	(909) 625-9496work
Building Maintenance	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
Ground Maintenance	Building Maintenance Supervisor	Mike McGehee	((909) 625-9443work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Building Maintenance Supervisor	Mike McGehee	(909) 625-9443work (909) 721-1744 cell
	Public Works Superintendent		(909) 625-9466

**AGREEMENT NO. 10-102
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE
FOR USE OF VERNON PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called CITY, and Montclair Golden Girls Softball League hereinafter called LEAGUE.

WITNESSETH:

WHEREAS, CITY presently has softball fields (the east and west fields) generally located at the southeast corner of the Vernon Junior High School complex, south of the corner of Benson Avenue and San Bernardino Street, Montclair, California; and

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for September 1, 2010, through November 30, 2010.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to permit practice sessions in the southeast quadrant of the field; to provide specific written notice to each coach and, in turn, obtain written confirmation from each coach.
- c. Not to sublet the field.
- d. Not to make any improvements or alterations on said premises.
- e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.

- h. Not to disconnect or make changes to existing phone line account.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not cleaned as stated, this Agreement will become null and void, and LEAGUE will not be permitted to use the facilities.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times, including graffiti removal on buildings, within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429, and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building.
- l. To ensure when a Barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one Fire Extinguisher for each barbecue being used. LEAGUE must also ensure that barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit, to ensure the proper care and cleanup of the snack bar, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY owned equipment have been properly cared for and cleaned up. All non CITY owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left

open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY.

- n. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs due to lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property. LEAGUE shall furnish & supply personnel to conduct and supervise the League activities on the premises.
- r. If LEAGUE elects to use lights prior to regular season play, to be responsible for the payment of electrical services associated with such lighting at the rate of Ten Dollars (\$10) per hour, per field; to remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.

- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from September 1, 2010, through November 30, 2010, Mondays through Fridays, generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 10:00 p.m.
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- z. **INDEMNIFICATION:** LEAGUE shall defend, indemnify and save harmless 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 LEAGUE 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 LEAGUE in the activities, use, or occupancy of the PREMISES, including, but not limited to, all consequential damages, to the maximum extent permitted by law.

- aa.. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
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- g. To designate a CITY representative to work with LEAGUE on all non-maintenance issues relating to the use of CITY facilities.

NOW, THEREFORE, if any terms of this Agreement are not complied with, the Agreement will become null and void and the LEAGUE will be refused the use of CITY facilities.

APPROVED AND ADOPTED this _____ day of _____ .

MAYOR, CITY OF MONTCLAIR

ATTEST:

CITY CLERK, CITY OF MONTCLAIR

PRESIDENT
GOLDEN GIRLS SOFTBALL LEAGUE

SECRETARY
GOLDEN GIRLS SOFTBALL LEAGUE

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2010

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AGENDA REPORT

SUBJECT: RESPONSE TO COUNCIL INQUIRY RELATED TO PUBLIC PARKING AT AND AROUND THE CIVIC CENTER	DATE: August 16, 2010 SECTION: RESPONSE ITEM NO.: A FILE I.D.: CVC054 DEPT.: PUBLIC WORKS
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: At the City Council meeting held on August 4, 2010, Council Member Leonard Paulitz requested a report on the number of parking spaces available for use by the general public at and around the Civic Center.

BACKGROUND: Recent construction within the Civic Center area has added more building square footage and, with that construction, a greater demand for parking. In response to Council Member Paulitz's request for the number of parking spaces available for public use, the following report is made.

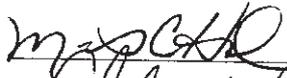
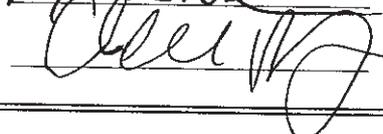
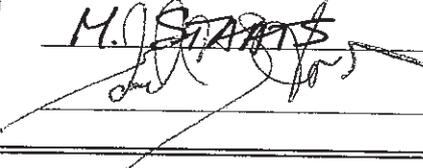
As part of the various Civic Center building improvement projects, a new employee parking lot was constructed behind the Recreation building and Medical Clinic, freeing up parking in the Recreation building parking lot. Similarly, modifications to the former Police Department parking lot behind the new Youth Center have provided additional employee and City vehicle parking, freeing up parking in the City Hall parking lot. Parking spots available for public use are as follows:

<u>Parking Lot</u>	<u>Spaces</u>
City Hall	48
Recreation building	36
Alma Hofman Park	29
Public streets fronting Civic Center (Benito Street and Fremont Avenue)	64
Total	177

In addition to the parking spaces summarized in the table above, designs have been completed for adding approximately 30 parking spaces to the Alma Hofman parking lot and 55 parking spaces to the leased parking area on the west side of Fremont Avenue south of Benito Street. The modifications to these two lots would add an additional 85 parking spaces for public use.

FISCAL IMPACT: There is no fiscal impact associated with receiving and filing this report.

RECOMMENDATION: Staff recommends the City Council receive and file this staff report on public parking at and around the Civic Center.

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

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
AUGUST 2, 2010, AT 8:12 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 8:12 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; and City Manager Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of July 19, 2010.

Moved by City Manager Starr, seconded by Council Member Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of July 19, 2010.

IV. PUBLIC COMMENT – None

V. CLOSED SESSION

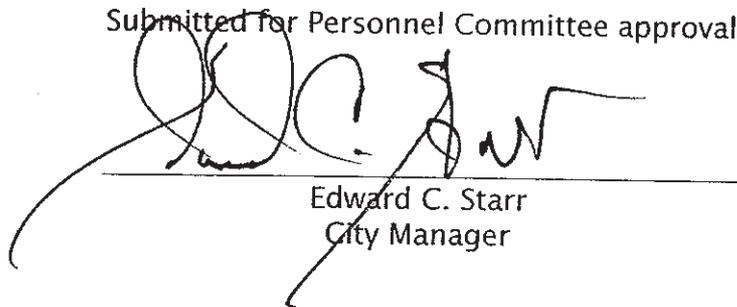
At 8:13 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:25 p.m., the Personnel Committee returned from Closed Session. Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:25 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager