

CITY OF MONTCLAIR

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

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

February 4, 2013

7:00 p.m.

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

The CC/SA/MHC/MHA meetings are now available in audio format on the City's website at www.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, Successor Agency and Montclair Housing Corporation Boards of Directors, and Montclair Housing Authority Commissioners

II. **INVOCATION**

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council Meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council 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, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, and Montclair Housing Authority Commissioners. (Government Code Section 54954.3)

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

VII. PUBLIC HEARINGS

- A. Consider Projects and Prioritization of Funding for the Fiscal Year 2013-14 Community Development Block Grant Program [CC] 4
- B. Consider Adoption of Resolution No. 13-2976 Approving a General Plan Amendment to the Official Land Use Map for 1.63 Acres on the South Side of Bandera Street West of Central Avenue, Modifying the Land Use Designation From "General Commercial" to "Medium-Density Residential" (8 to 14 Dwelling Units Per Acre) [CC]
- Consider Adoption of Resolution No. 13-2977 Approving a Specific Plan Amendment to the Holt Boulevard Specific Plan for 1.63 Acres on the South Side of Bandera Street West of Central Avenue, Modifying the Land Use Designation From "Auto Mall" to "R-3/11 du/ac" (Multiple-Family Residential, Maximum 11 Dwelling Units Per Acre) [CC] 8

VIII. CONSENT CALENDAR

- A. Approval of Minutes
 - 1. Minutes of the Regular Joint Council/Successor Agency Board/MHC/MHA Meeting of January 22, 2013 [CC/SA/MHC/MHA]
- B. Administrative Reports
 - 1. Consider Authorizing a \$3,000 Transfer From the Contingency Account to Purchase Security Card Readers [CC] 17
 - 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 18
- C. Agreements
 - 1. Consider Approval of Agreement No. 13-08 With RBF Consulting to Update the City's General Plan Housing Element [CC] 19
 - 2. Consider Approval of Agreement No. 13-15 With the County of San Bernardino for the Ramona Avenue Rehabilitation Project [CC] 70
 - 3. Consider Approval of Agreement No. 13-16 With Graffiti Tracker Inc. for Continued Use of Its Database to Track and Analyze Graffiti [CC] 79
- D. Resolutions
 - 1. Consider Adoption of Resolution No. 13-2978 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 88

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney

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

Stanley Christ v. City of Montclair

Zachary Mejia v. City of Montclair

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/MHC Board

E. Committee Meeting Minutes (for informational purposes only)

1. Minutes of the Personnel Committee Meeting of January 22, 2013

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

(The Successor Agency and Montclair Housing Corporation Boards of Directors will adjourn to Tuesday, February 12, 2013, at 6:00 p.m. in the City Council Chambers for the Midyear Budget Review.)

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

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

(The City Council adjourn to Tuesday, February 12, 2013, at 6:00 p.m. in the City Council Chambers for the Midyear Budget Review.)

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation, and Montclair Housing Authority Commission meetings will be held on Tuesday, February 19, 2013, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Successor Agency Board, Montclair Housing Corporation Board, or Montclair Housing Authority Commission after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Yvonne L. Smith, Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall on January 31, 2013.

AGENDA REPORT

SUBJECT: CONSIDER PROJECTS AND PRIORITIZATION
OF FUNDING FOR THE FISCAL YEAR 2013-14
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM

DATE: February 4, 2014

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: GRT050

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: Federal guidelines for the Community Development Block Grant (CDBG) Program require that each public agency conduct a public hearing to establish projects that will be funded in the upcoming 2013-14 fiscal year.

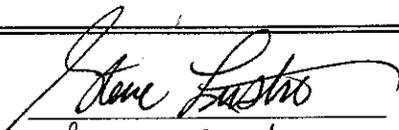
BACKGROUND: The total funding available for Montclair's Fiscal Year 2013-14 CDBG Program has tentatively been determined to be \$254,691. This amount represents approximately an 11 percent reduction in the City's CDBG allotment as compared to Fiscal Year 2012-13.

CDBG restrictions limit the amount of funding for "public service" activities to 15 percent of this year's allocation, or \$38,204. Staff has recommended a continuance of funding for public service uses that have been funded by the City of Montclair in the past to the extent possible by funding restrictions. The County of San Bernardino will continue to implement the U.S. Department of Housing and Urban Development's recommendation that minimum grant amounts be established in order to justify the cost of administering funded projects. Accordingly, the minimum thresholds are \$10,000 for public service projects and \$75,000 for construction activities.

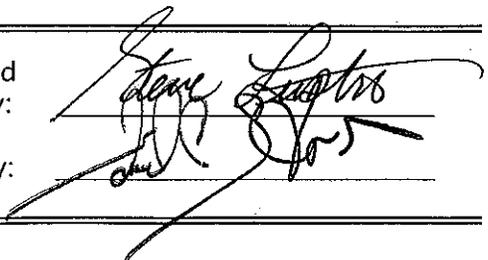
In addition to the City of Montclair project proposals, two outside agencies submitted project proposals directly to the County. A complete list of all proposals determined to be eligible for funding accompanies this report. The total requested by all applicants, including the City, for eligible proposals is \$280,103, of which \$59,015 is related to "public service" activities.

For the upcoming fiscal year, staff has identified one major capital project that can be implemented expeditiously, commencing in Fiscal Year 2013-14. Staff recommends the City Council approve the projects and funding levels summarized as follows:

Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

Accessibility improvements to the Recreation Center including: reconstruction of the restrooms, showers, and saunas; and improve accessibility to the racquetball courts	\$216,487*
Graffiti abatement	28,189**
Montclair Golden Express	<u>10,015**</u>
TOTAL	<u>\$254,691</u>

*Total CDBG funding for this project: \$384,441

**Total public service projects: \$38,204

FISCAL IMPACT: The City expects to receive \$254,691 for the Fiscal Year 2013-14 CDBG Program.

RECOMMENDATION: Staff recommends the City Council approve the above projects and prioritization of funding for the Fiscal Year 2013-14 CDBG Program.

ELIGIBLE Proposals

Department of Community Development and Housing

ELIGIBLE Proposals

Montclair

2013-2014 CDBG Proposals by Benefit Area

Log Primary Benefit Area/ No. Description:	Applicant: Activity Eligibility Benefit Eligibility	M&O Commit	Project/ Request/ Community		Request	Dist	Comments
			Request/ Percent	Community			
39032 Montclair Continuation of ADA Improvements to the Restrooms and Entry Doors at the Community Center, Montclair	City of Montclair Steve Lustro, Director (909) 625-9477 5111 Benito Street P.O. Box 2308 Montclair, CA 91763 24 CFR 201(c) 24 CFR 208(a)(2)(ii)	Y	\$402,700 \$221,088 94.0%	Montclair	\$221,088 \$221,088	4	Only handicapped accessible improvements are eligible. Project consists of primarily ADA facility improvements. Project is for additional funds for project #108-36111/3613.
Total							
39033 Montclair Continuation of Transportation Services for Senior Citizens, Golden Express Transportation Program	City of Montclair Steve Lustro, Director (909) 625-9477 5111 Benito Street P.O. Box 2308 Montclair, CA 91763 24 CFR 201(e) 24 CFR 208(a)(2)(i)(A)	Y	\$32,265 \$10,015 31.0%	Montclair	\$10,015 \$10,015	4	Public Service. Continuation funding for transportation services for senior citizens. #108-27127/2220. Cum. CDBG Alloc \$103,888; FY 12- 13 Alloc: \$10,724; CDBG Balance (as of 11/30/12): \$5,593
Total							
39034 Montclair Continuation of Graffiti Eradication in Target Area	City of Montclair Steve Lustro, Director (909) 625-9477 5111 Benito Street P.O. Box 2308 Montclair, CA 91763 24 CFR 201(e) 24 CFR 208(a)(1)	N	\$60,400 \$29,000 48.0%	Montclair	\$29,000 \$29,000	4	Public Service. Continuation funding for graffiti eradication program in the City of Montclair's target area (#108- 15317/0793) Cum. CDBG Alloc \$837,250; FY 12-13 Alloc: \$32,150; CDBG Balance (as of 11/30/12): \$32,150
Total							
39036 Montclair New - Provision of Crisis Intervention, Food, Clothing, Motel & Transportation Vouchers within the cities of Colton and Montclair	Mercy House Living Centers Allison Harvey, Development Director (714) 836-7188 x114 P.O. Box 1905 Santa Ana, CA 92702 24 CFR 201(e) 24 CFR 208(a)(2)(i)(B)	N	\$174,405 \$10,000 5.0%	Montclair	\$10,000 \$10,000	4	Public Service. Would require documentation of at least 51% low/mod income households.
Total							

ELIGIBLE Proposals

Department of Community Development and Housing

ELIGIBLE Proposals

Montclair

2013-2014 CDBG Proposals by Benefit Area

Log No.	Primary Benefit Area/ Description:	Applicant: Activity Eligibility Benefit Eligibility	M&O Commit	Project/ Request/ Community		Request	Dist	Comments
				Request/ Percent	Community			
39063	Montclair New - Domestic Violence Shelter Program - House of Ruth, Montclair	House of Ruth, Inc. Suzanne Aebischer, Executive Director (909) 868-8008 P.O. Box 459 Claremont, CA 91711 24 CFR 201(e) 24 CFR 208(a)(2)(i)(A)	N	\$200,000	Montclair	\$10,000	4	Public Service. Would be limited to victims of domestic violence and their children. Application was received after 11/21/12 deadline. App was reviewed for eligibility but will require City's approval to accept app.
				Total		\$10,000		

Totals for Montclair Count: 5 Amount: \$280,103 Proj Tot \$280,103

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 13-2976 APPROVING A GENERAL PLAN AMENDMENT TO THE OFFICIAL LAND USE MAP FOR 1.63 ACRES ON THE SOUTH SIDE OF BANDERA STREET WEST OF CENTRAL AVENUE, MODIFYING THE LAND USE DESIGNATION FROM "GENERAL COMMERCIAL" TO "MEDIUM-DENSITY RESIDENTIAL" (8 TO 14 DWELLING UNITS PER ACRE)

DATE: February 4, 2013

SECTION: PUBLIC HEARINGS

ITEM NO.: B

FILE I.D.: GPL100

DEPT.: COMMUNITY DEV.

CONSIDER ADOPTION OF RESOLUTION NO. 13-2977 APPROVING A SPECIFIC PLAN AMENDMENT TO THE HOLT BOULEVARD SPECIFIC PLAN FOR 1.63 ACRES ON THE SOUTH SIDE OF BANDERA STREET WEST OF CENTRAL AVENUE, MODIFYING THE LAND USE DESIGNATION FROM "AUTO MALL" TO "R-3/11 DU/AC" (MULTIPLE-FAMILY RESIDENTIAL, MAXIMUM 11 DWELLING UNITS PER ACRE)

REASON FOR CONSIDERATION: Amendments to the City's adopted General Plan and any of the City's adopted Specific Plans require public hearing reviews and approval by the City Council.

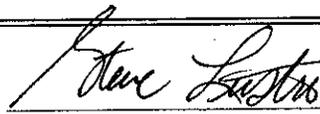
BACKGROUND: The General Plan amendment (GPA) and Specific Plan amendment (SPA), which have been recommended by the Planning Commission, were initiated by AGS Construction, Inc., in connection with an existing 12-unit multifamily development that it completed in 2009 at 5205-5243 Bandera Street and its desire to construct five additional multifamily units on .49 acres at 5165-5195 Bandera Street. The GPA and SPA are "cleanup" actions that staff originally intended to complete in 2005 but because of a staff oversight were never completed. The Planning Commission conducted a public hearing on the requests on January 14, 2013.

The request is comprised of two components:

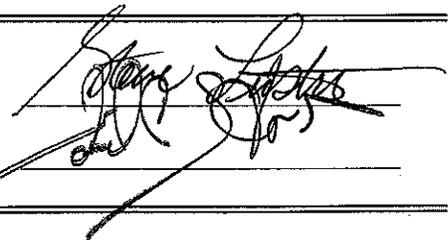
General Plan Amendment

The applicant is requesting the General Plan designation for the subject 1.63 acres be changed from "General Commercial" to "Medium-Density Residential" (8 to 14 dwelling units per acre).

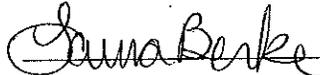
Prepared by:



Reviewed and
Approved by:



Proofed by:



Presented by:

Amendment to Holt Boulevard Specific Plan

The applicant is also requesting an amendment to the adopted Holt Boulevard Specific Plan for the same acreage from the current "Auto Mall" designation to "R-3" (Multiple-Family Residential).

History

On February 23, 2004, the Planning Commission approved a Conditional Use Permit and Precise Plan of Design for development of the 12 residential units on the easterly portion of the subject site (Case No. 2004-1). Also at that meeting, the Commission recommended City Council approval of Tentative Tract Map No. 16782 subdividing the then-vacant easterly 1.14 acres into a single-lot subdivision for condominium purposes and also for a GPA and Land Use Plan Amendment to the Holt Boulevard Specific Plan encompassing the entire 1.63 acres. According to Planning Division records, the GPA and SPA were scheduled to be considered by the City Council on March 21, 2005; however, for reasons that remain unclear, the entitlements did not move forward and were not considered by Council at that time.

In early 2007, prior to the statutory three-year expiration of the Tentative Tract Map, the applicant submitted a request for a one-year time extension on the map, which was granted by former Community Development Director Rob Clark. On April 2, 2007, the City Council approved Tentative Tract Map No. 16782. Construction on the 12-unit project began in December 2007.

On February 9, 2009, the Planning Commission approved Tentative Tract Map No. 18728 and a Precise Plan of Design for a five-unit multifamily development on the westerly portion of the site in question. Because of the severe downturn in the economy and housing market, construction of the project was not initiated before the one-year PPD approval timeframe expired on February 9, 2010. Since the applicant did not request a time extension, the original PPD approval became null and void.

The applicant submitted a new PPD application on November 16, 2011. After a number of meetings with the applicant and his development team during 2012, staff presented the project to the Planning Commission on November 13, 2012, at which time it was approved. Pursuant to the Subdivision Map Act, the Tentative Tract Map approved by the Commission would have expired on February 9, 2012, (three years from the date of approval) had not the Governor signed AB 208 on July 15, 2011, which extended by 24 months the expiration date of any approved tentative map or vesting tentative map that had not expired as of the effective date of the Act and that was scheduled to expire prior to January 1, 2014. As such, the approval of the associated tract map was extended to February 9, 2014.

It was during the review of the PPD above (Case No. 2011-15) that staff discovered the GPA and SPA associated with the 1.63-acre site had never been completed. Staff decided to move forward with the PPD review and conditioned its approval upon completion of both entitlements.

While the Planning Commission recommended City Council approval of the General Plan and Specific Plan amendments nearly nine years ago, the entitlements never moved forward for consideration. Irrespective of that positive recommendation, staff believed it prudent to go through the entire process again, given the amount of time that has elapsed. When the five-unit multifamily project is completed, the subject 1.63 acres will be developed as originally envisioned in 2004. Accordingly, staff feels the requested General Plan Amendment from

"General Commercial" to "Medium-Density Residential" (8 to 14 dwelling units per acre) and Holt Boulevard Specific Plan Amendment from "Auto Mall" to "R-3" (multiple-family residential) remain appropriate. Staff believes the requests are reasonable and appropriate for the subject site, given the lack of interest or demand for expansion of the automotive uses or other commercial uses that currently exist along the north side of Holt Boulevard. Further, the "Medium-Density Residential" General Plan designation on the parcels fronting Bandera Street would result in a continuation of the designation on the apartment properties to the west and is consistent with the land uses on the north side of Bandera Street.

Environmental Assessment

An Initial Study was prepared for the project and released for public review and comment on December 6, 2012. The "project" that was analyzed includes construction of the five-unit multifamily development on the westerly .49 acres of the subject site. Based on the findings of the Initial Study, staff determined the project could have a potential significant adverse environmental impact unless reduced to a level of less than significance by the implementation of proposed mitigation measures. Areas identified as subject to potential environmental impacts were Air Quality (short term during site preparation) and Noise (short term during construction). A Mitigated Negative Declaration was, therefore, prepared for the project.

The Planning Commission conducted a public hearing on the requests associated with this application on January 14, 2013. The Commission adopted the Mitigated Negative Declaration at that meeting and recommended Council approval of the General Plan and Specific Plan amendments.

FISCAL IMPACT: There would be no fiscal impact to the City's General Fund as a result of the City Council's adoption of General Plan and Specific Plan amendments.

RECOMMENDATION: The Planning Commission and staff recommend the City Council adopt the following Resolutions:

1. Resolution No. 13-2976 approving a General Plan amendment to the Official Land Use Map for 1.63 acres on the south side of Bandera Street west of Central Avenue, modifying the land use designation from "General Commercial" to "Medium-Density Residential" (8 to 14 dwelling units per acre).
2. Resolution No. 13-2977 approving a Specific Plan amendment to the Holt Boulevard Specific Plan for 1.63 acres on the south side of Bandera Street west of Central Avenue, modifying the land use designation from "Auto Mall" to "R-3/11 du/ac" (Multiple-Family Residential, maximum 11 dwelling units per acre).

RESOLUTION NO. 13-2976

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING A GENERAL PLAN AMENDMENT TO THE OFFICIAL LAND USE MAP FOR 1.63 ACRES ON THE SOUTH SIDE OF BANDERA STREET WEST OF CENTRAL AVENUE, MODIFYING THE LAND USE DESIGNATION FROM "GENERAL COMMERCIAL" TO "MEDIUM-DENSITY RESIDENTIAL" (8 TO 14 DWELLING UNITS PER ACRE)

WHEREAS, AGS Construction, Inc., filed an application for a General Plan Amendment to the Official Land Use Map under Case No. 2011-15 'A' on November 14, 2012; and

WHEREAS, the application for said General Plan Amendment is for the following properties:

Parcel 1 of Parcel Map No. 4368 in the City of Montclair, County of San Bernardino, State of California, as per plat recorded in Book 41 of Parcel Maps, Page 33, records of said County.

Tract No. 16782 in the City of Montclair, County of San Bernardino, State of California, as per plat recorded in Book 330 of Maps, Pages 99 and 100, records of said County.

The above-referenced properties, composing the proposed amendment area, is also indicated on the attached Exhibit "A," a map incorporated herein by reference; and

WHEREAS, said application proposes an amendment from the existing designation of "General Commercial" to "Medium-Density Residential"; and

WHEREAS, the Planning Commission of the City of Montclair conducted a public hearing and considered said application in the manner prescribed by law; and

WHEREAS, the City Council of the City of Montclair finds the proposed General Plan Amendment to be consistent with the overall General Plan and following good planning principles.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby amend the Official Land Use Map of the adopted General Plan for the subject property to "Medium-Density Residential."

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2976 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

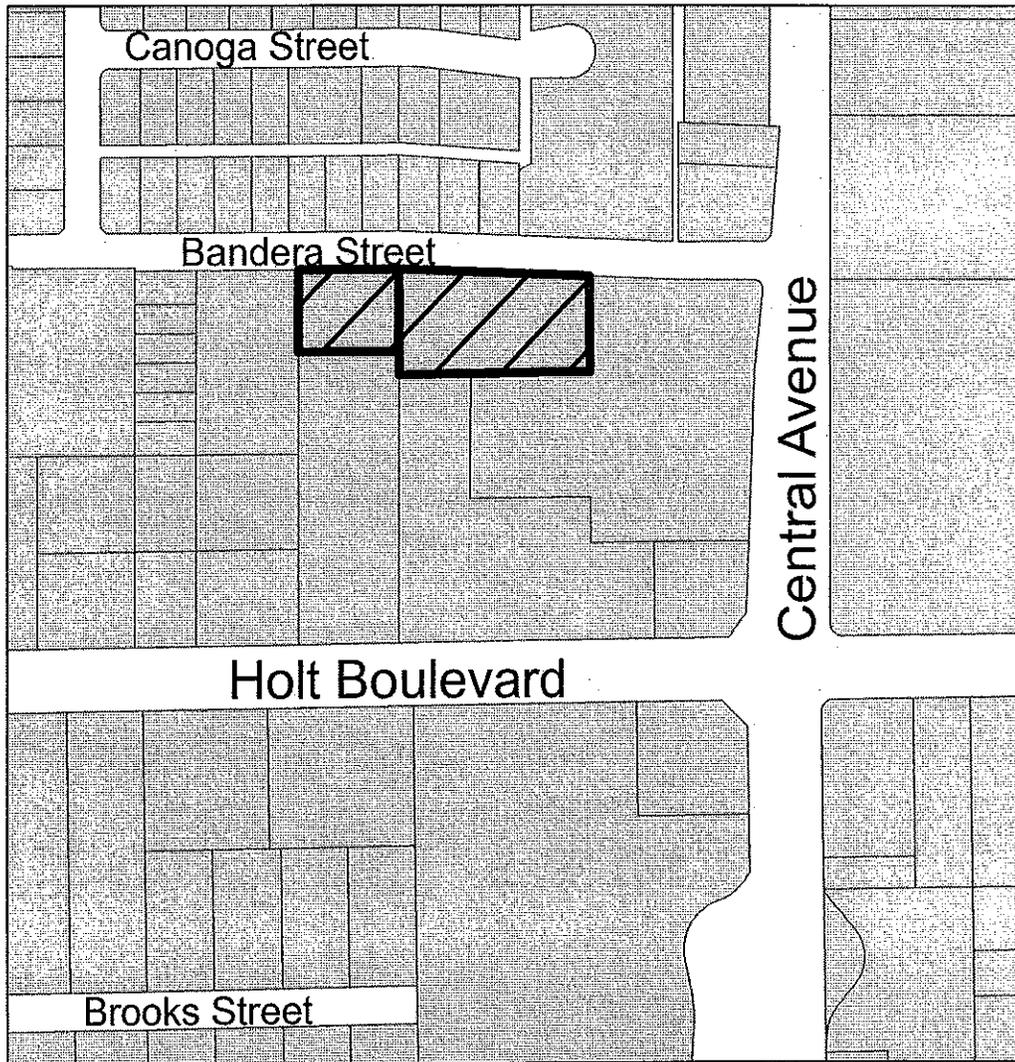
AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

City of Montclair
GENERAL PLAN AMENDMENT
Exhibit "A"

From: "General Commercial"
To: "Medium-Density Residential"

Resolution No. 13-2976; Case No. 2011-15 'A'



RESOLUTION NO. 13-2977

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING A SPECIFIC PLAN AMENDMENT TO THE HOLT BOULEVARD SPECIFIC PLAN FOR 1.63 ACRES ON THE SOUTH SIDE OF BANDERA STREET WEST OF CENTRAL AVENUE, MODIFYING THE LAND USE DESIGNATION FROM "AUTO MALL" TO "R-3/11 DU/AC" (MULTIPLE-FAMILY RESIDENTIAL, MAXIMUM 11 DWELLING UNITS PER ACRE)

WHEREAS, AGS Construction, Inc., filed an application for a Specific Plan Amendment to the Holt Boulevard Specific Plan under Case No. 2011-15 'A' on November 14, 2012; and

WHEREAS, the application for said Specific Plan Amendment is for the following property:

Parcel 1 of Parcel Map No. 4368 in the City of Montclair, County of San Bernardino, State of California, as per plat recorded in Book 41 of Parcel Maps, Page 33, records of said County.

Tract No. 16782 in the City of Montclair, County of San Bernardino, State of California, as per plat recorded in Book 330 of Maps, Pages 99 and 100, records of said County.

The above-referenced properties, composing the proposed amendment area, is also indicated on the attached Exhibit "B," a map incorporated herein by reference; and

WHEREAS, said application proposes an amendment from the existing land use designation of "Auto Mall" to "R-3/11 du/ac" (Multiple-Family Residential, maximum 11 dwelling units per acre); and

WHEREAS, the Planning Commission of the City of Montclair conducted a public hearing and considered said application in the manner prescribed by law; and

WHEREAS, the Planning Commission of the City of Montclair has reviewed and recommended the proposed amendment from "Auto Mall" to "R-3/11 du/ac" (Multiple-Family Residential, maximum 11 dwelling units per acre); and

WHEREAS, the City Council of the City of Montclair finds the proposed Specific Plan Amendment to be consistent with the overall General Plan and following good planning principles.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby amends the Land Use Plan of the adopted Holt Boulevard Specific Plan for the subject site to "R-3/11 du/ac" (Multiple-Family Residential, maximum 11 dwelling units per acre).

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2977 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

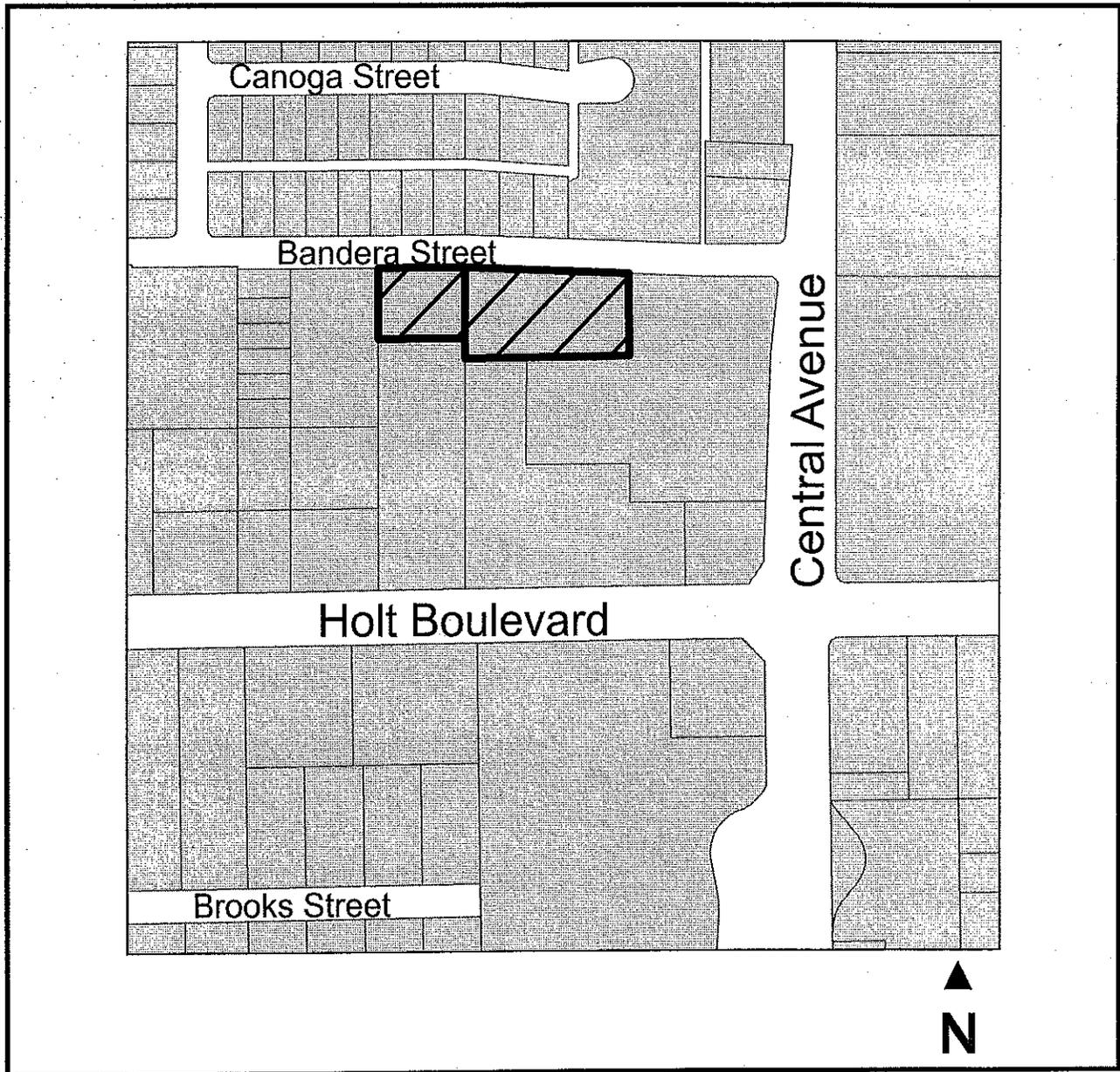
AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

City of Montclair
SPECIFIC PLAN AMENDMENT
Exhibit "B"

From: "Auto Mall"
To: "R-3/11 du/ac" (Multiple-Family Residential,
Maximum 11 dwelling units per acre)

Resolution No. 13-2977; Case No. 2011-15 'A'



AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZING A \$3,000
TRANSFER FROM THE CONTINGENCY
ACCOUNT TO PURCHASE SECURITY
CARD READERS

DATE: February 4, 2013

SECTION: ADMIN. REPORTS

ITEM NO.: 1

FILE I.D.: PUB103

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$3,000 transfer from the Contingency Account to purchase security card readers for City Hall access points.

BACKGROUND: In September 2012, construction was initiated to improve facility access through the main south entry/exit point for City Hall. Improvements are also designed to comply with the Americans with Disabilities Act and to provide a secure, outdoor employee patio. Construction elements include new concrete walkways, stairs, hand railings, fencing, employee patio, landscaping, and secure employee entrance gate.

An essential component of the project is incorporation of the employee entrance gate and employee break room door into the security access system for Civic Center facilities. To achieve secured access, the City Engineer and Facilities and Grounds Superintendent determined that new security readers are required.

FISCAL IMPACT: The cost to purchase two security card readers is approximately \$3,000. Funds would be allocated to Capital Outlay Expenditure Account 1001-4316-62010-400 in the Information Technology Program should the City Council approve this item.

RECOMMENDATION: Staff recommends the City Council authorize a \$3,000 transfer from the Contingency Account to purchase two security card readers.

Prepared by:

Mikey F...

Reviewed and
Approved by:

[Signature]

Proofed by:

Candice Phillips

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: February 4, 2013
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Ruh has examined the Warrant Register dated February 4, 2013, and Payroll Documentation dated December 30, 2013; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated February 4, 2013, totals \$1,302,052.70. The Payroll Documentation December 30, 2013, totals \$780,002.49, with \$440,597.53 being the total cash disbursement.

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

Prepared by:

Yvonne L. Smith

Reviewed and
Approved by:

[Signature]

Proofed by:

Andrew Phillips

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 13-08 WITH RBF CONSULTING TO
UPDATE THE CITY'S GENERAL PLAN
HOUSING ELEMENT

DATE: February 4, 2013

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: GPL250

DEPT.: COMMUNITY DEV.

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

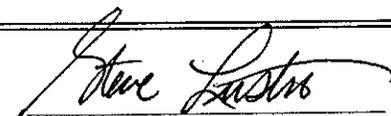
BACKGROUND: The City's 2006-2014 Housing Element update was adopted by the City Council in September 2011 and subsequently certified by the California Department of Housing and Community Development (HCD) in December 2011. The Housing Element is required to be updated to comply with the current Regional Housing Needs Assessment (RHNA) process and statutory requirements that have been implemented since the Housing Element was certified just over a year ago.

Requests for Proposals (RFPs) for the 2014-2021 Housing Element update were solicited from six (6) consulting firms experienced in preparing Housing Elements. Two firms responded to the RFP. After considering staff's experience working through the last Housing Element update with RBF Consulting and reviewing its experience completing Housing Element updates for other cities, its working relationship with HCD staff, its positive references, and its proposed staffing to complete the necessary work, RBF Consulting has again been selected as the firm best qualified to prepare Montclair's Housing Element update based on its proposal dated December 14, 2012. RBF estimates the process of preparing the update and submitting it to HCD for approval would take approximately nine months, a project timeline that staff finds reasonable given the scope of work necessary.

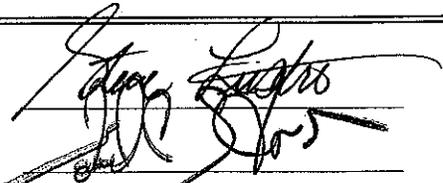
FISCAL IMPACT: Pursuant to Agreement No. 13-08, the fee for preparing the Housing Element update would not exceed \$36,800. The update would be paid for with funds budgeted in the City's General Plan Maintenance Account, which was established in April 2004 for the purpose of updating the General Plan. Funds in the account are generated by a 4 percent surcharge on all building permits. Accordingly, there would be no impact to the City's General Fund should the City Council approve this item.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-08 with RBF Consulting to update the City's General Plan Housing Element.

Prepared by:



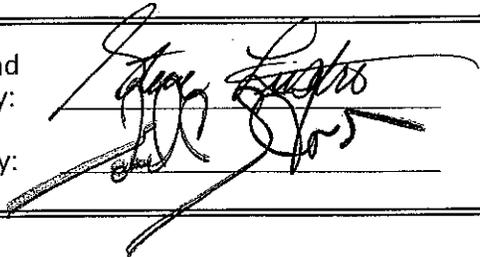
Reviewed and
Approved by:



Proofed by:



Presented by:



CITY OF MONTCLAIR
AGREEMENT FOR CONSULTANT SERVICES

UPDATE OF CITY OF MONTCLAIR HOUSING ELEMENT

THIS AGREEMENT is made effective as of February 5, 2013, between the City of Montclair, a municipal corporation ("City") and RBF Consulting, a California corporation, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on February 5, 2013, and shall remain and continue in effect for a period of twelve (12) months until tasks described herein are completed, but in no event later than February 5, 2014, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks as requested in the Request for Proposal – Housing Element Update, dated October 30, 2012, and Consultant's Proposal dated December 14, 2012, attached as Exhibits "A" and "B" respectively. Consultant shall complete the above tasks according to the schedule of performance as set forth in Exhibit "B."

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B," attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Thirty-Six Thousand Eight Hundred Dollars (\$36,800.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to

the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City may, subject to the opportunity to cure set forth below, terminate this Agreement by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. The documents and other information developed by Consultant under this Agreement are not intended or suitable for reuse on any project other than that for which it is

commissioned and the City shall indemnify and hold harmless Consultant from and against all claims, damages, losses and expenses arising or relating to any reuse, disposition or modification of said documents and other information. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

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

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

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

10. INSURANCE

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

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

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

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

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

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

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers

and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not, without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area for any housing-related projects without prior disclosure to the City and by mutual consent by the City and Consultant.

16. NOTICES

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

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

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

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. FORCE MAJEURE

In no event shall either party have any claim or right against the other party for any failure of performance where such failure of performance is caused by, or is the result of, causes beyond the reasonable control of the party due to any occurrence commonly known as a *force majeure*, including, but not limited to: acts of God; fire, flood or other natural catastrophe; acts of any governmental body; labor dispute; national emergency; insurrection; riot; or war.

21. 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.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. CONFIDENTIALITY

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

24. DISCRIMINATION

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

25. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR

CONSULTANT

By: _____
Paul M. Eaton, Mayor

By: _____
(Title)

Attest:

By: _____
Yvonne L. Smith, Deputy City Clerk

By: _____
(Title)

Approved as to Form:

By: _____
Diane E. Robbins, City Attorney



CITY OF MONTCLAIR

Request for Proposal 2014-2021 Housing Element Update

RELEASE DATE: OCTOBER 30, 2012

CLOSING DATE: DECEMBER 17, 2012

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

Proposal to be received by 5:00 p.m. on Monday, December 17, 2012. Proposal must be complete and sealed. Facsimile copies are not acceptable. Proposals received after this deadline will not be considered.

I. INTRODUCTION

The City of Montclair is requesting proposals from qualified consulting firms to prepare an update of the City's Housing Element of the General Plan. The City desires experienced consultant assistance to prepare its 2014-2021 Housing Element update for submission to the California Department of Housing and Community Development (HCD). The consultant will be responsible for undertaking all the necessary steps for preparing and processing the update in accordance with HCD guidelines and requirements. Anticipated tasks include data collection and analysis, production of plan text and graphics, environmental documentation and coordination of review by public agencies and other interested organizations. Consultant would be responsible for submitting the document to HCD for review and completing all necessary changes in accordance with HCD's findings and recommendations. Final documents must be complete, accurate, defensible and compliant with state laws. City staff from the Community Development Department will assist in coordinating public outreach efforts.

II. BACKGROUND

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

Montclair is generally considered a built-out community with little vacant land. The majority of the City's housing stock consists primarily of modest-sized single-family detached residences constructed from the early 1950s through the early 1960s. A significant amount of single-family residential development on quarter- and half-acre lots occurred during the late 1970s and

early 1980s in the southern portion of the City, some of which are equestrian-oriented. A more recent spurt of single-family residential development occurred during the residential boom of the early 2000s. The City's numerous multiple-family neighborhoods were developed primarily during the early 1960s.

Over the past decade, a number of parcels previously zoned for commercial development have been re-zoned for residential use and subsequently developed as such. Finally, it should be noted that the Montclair Housing Corporation owns and manages nearly 100 residential units citywide that are deed restricted for low-income residents. Additionally, 228 affordable rental units have been constructed or entitled in the City since 2005.

III. HOUSING ELEMENT STATUS

The current Housing Element was updated in 2011 and certified by the State Department of Housing and Community Development (HCD).

IV. PURPOSE OF THE UPDATE

The purpose of the update is to:

- Update the Housing Element of the Montclair General Plan;
- Incorporate the San Bernardino County Regional Housing Needs (RHNA) allocation for Montclair and adjust the housing policies and programs accordingly;
- Reflect recent changes to State law as they relate to the Housing Element;
- Achieve certification of the Housing Element by HCD.

V. CITY RESOURCES

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

VI. DOCUMENTS AVAILABLE

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

- General Plan (1999) – online at City's website
- 2011 Housing Element – online at City's website
- North Montclair Downtown Specific Plan – online at City's website
- Holt Boulevard Specific Plan – available for purchase at City Hall for \$25
- Zoning Ordinance and Amendments – online at City's website
- City website: www.cityofmontclair.org

VII. SCOPE OF WORK

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

1. Project Scope Refinement and Document Review

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

2. Data Analysis and Document Preparation

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

3. Public Outreach and Public Meetings

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

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

4. Other Meetings

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

5. Environmental Review

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

6. Deliverables

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

VIII. PROPOSAL SUBMISSION FORMAT

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

1. Introduction: Include a brief description of firm, contact person, address, telephone number, fax number, and e-mail address.
2. Approach and Scope of Work: Describe your firm's approach to completing the Housing Element. Provide a summary of major tasks and key sub-tasks; identify the number of proposed meetings, including public outreach meetings and public hearings, and deliverables.
3. Work Schedule: Include a proposed schedule of work or timeline and phased milestones for completion of the scope of work, based on a start date in January 2013. The scope of work schedule should demonstrate how and at what point the Consultant will complete the draft Housing Element, incorporate public outreach meetings and review period, complete CEQA review, and complete necessary revisions of the draft Housing Element pursuant to direction of the Council/Planning Commission and in response to HCD review.
4. Qualifications and Experience: Provide an outline of the firm's background and qualifications to perform requested services. Identify any sub-contractors that will be working on this project. Identify all project personnel and their role in completing this project and summarize the relevant qualifications and experience of each.
5. References: Provide at least three references that have knowledge of your firm's recent work on Housing Elements, either in progress in the current cycle, or on Housing Elements completed in the last cycle. For each of these, please identify the individuals in the firm who worked on or are working on the project and their role or responsibility. Include addresses and phone numbers.
6. Product Sample. Provide a copy of the most recent certified Housing Element your firm has completed for a City similar in size and scope as the City of Montclair.
7. Fee Schedule and Cost Estimate: Consultant shall include in a separate, sealed envelope, proposal costs in an itemized format for all tasks and sub-tasks of the project, as outlined in the scope of work. Preparation costs shall include labor hours for each individual and other direct costs readily apparent for each major task, printing and production, transportation costs, billing rates for clerical and

any sub-consultants, duplicating costs, postage, certified mailing costs, phone, fax, materials and any other direct costs. Indicate a not-to-exceed cost.

8. Professional Services Agreement: The selected Consultant will be required to sign and comply with provisions of the City's standard Professional Services Agreement in the attached format. The Consultant proposal, this RFP, and all subsequent modifications to either document will be included as appendices to the contract.

IX. PROPOSAL SUBMITTAL

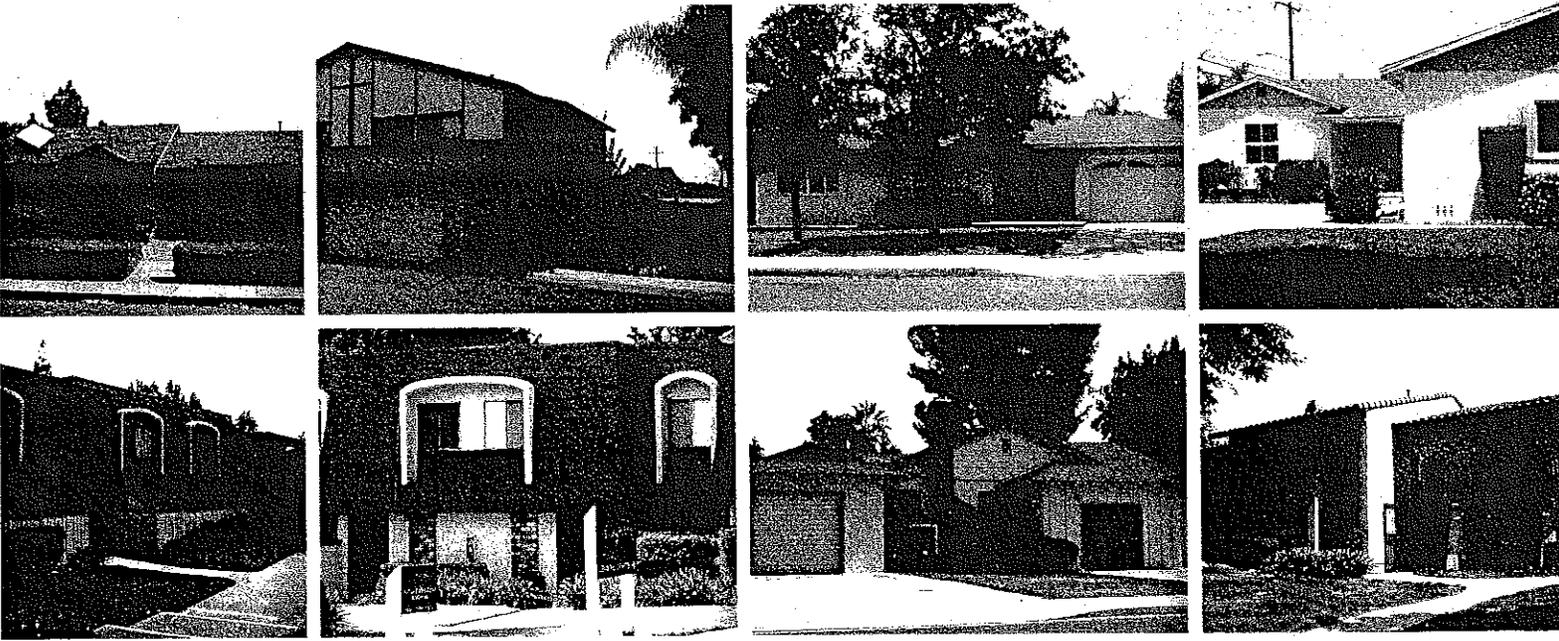
Please submit one (1) unbound copy, four (4) bound copies and one (1) electronic version of the proposal no later than **5:00 p.m. on Monday, December 17, 2012.**

1. All proposals shall be submitted in a sealed envelope that is clearly marked with the RFP description (i.e., City of Montclair Housing Element Update) and closing date and time.
2. Late proposals or faxed proposals will not be accepted.
3. All proposals, whether selected or rejected, shall become the property of the City.
4. Cost of preparation of proposal shall be borne by the submitting party.
5. The City will not be responsible for proposals delivered to a person/location other than the contact person and location specified above.

X. EVALUATION AND SELECTION PROCESS

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

City of Montclair Housing Element Update



MONTCLAIR



Our Mission

Make the world a better place through the application of the principle of sustainable development by providing professional design services that enhance the quality of life and the environment.

Provide development, infrastructure, planning and environmental services to private and public sector clients in local, regional and global markets.

Lead as professionals specializing in planning, design and construction.

Look forward to the future with a commitment to building opportunities and value for our clients and ourselves.



December 14, 2012

Mr. Steve Lustro
Community Development Director
City of Montclair
5111 Benito Street
Montclair, CA 91763

Subject: Proposal to Prepare 2014-2021 Housing Element Update

Dear Mr. Lustro:

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

The City of Montclair is requesting the services of a highly qualified Housing Element consultant to assist the City in completing the State-mandated Housing Element Update. The 2014-2021 Housing Element must be updated to comply with the current RHNA process and new statutory requirements. RBF has provided comprehensive community development planning, housing, environmental planning, and design services for a wide variety of projects, and possesses a unique understanding of the issues related to growth and change in Montclair. Our Team possesses comprehensive understanding of State Housing Element Law and has a proven track record of finding innovative solutions to complicated housing policy issues. In addition, our Team has worked in conjunction with numerous local jurisdictions to develop and implement public participation programs, to conduct effective community forums for resolving issues/conflicts, and to develop implementable programs that address housing related issues.

RBF offers the following factors for your consideration:

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

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

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

Multi-Disciplinary Capabilities – RBF has technical expertise and available professional resources for all areas of the Housing Element Update, thereby eliminating the need for coordination with outside consultants, allowing us to focus on the project, not the management of the project team. RBF possesses a unique in-house network of over 500 professionals in disciplines including Planning/Environmental Services, Urban Design, Transportation/Traffic Engineering, Civil Engineering (including Grading, Public Works, Water/Wastewater and Hydrology), Mechanical/Electrical/Energy Engineering, Computer Aided Design and Drafting (CADD) and GIS Services, Mapping, Surveying, Aerial Photogrammetry and Media Arts Services, which results in a coordinated and efficient effort, with full-service consulting capabilities under one roof.

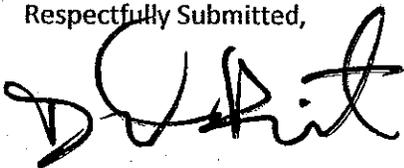
Quality and Extent of the Documents to be Provided – RBF's commitment to quality can be attested through the many professional awards received for our projects. Documentation is thorough and presentation of information is clear, concise, understandable, and defensible. RBF prides itself on the ability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

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

We appreciate the opportunity to submit this Proposal to the City of Montclair. Our proposal includes an overview of our understanding of the project, scope of work, budget, schedule, and description of our team and experience. A sample work product is also provided for your review and consideration. RBF welcomes the opportunity to work with the City on this important update and looks forward to meeting with you and City representatives to discuss our approach and work program in greater detail.

Please do not hesitate to contact us if have any questions or require additional information.

Respectfully Submitted,



David Barquist AICP
Technical Manager/Principal-in-Charge



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Work sample provided under separate cover.



RBF

SECTION 1

APPROACH & SCOPE

The City of Montclair is requesting the services of a highly qualified Housing Element consultant to assist the City in completing the State-mandated Housing Element Update. The 2014-2021 Housing Element must be updated to comply with the current RHNA process and new statutory requirements. The approach of the RBF Team will be to provide the highest level of technical expertise to assist the City of Montclair in achieving certification by HCD and approval by the City Council within the timeframes established by State law. Our Scope of Work reflects the tasks necessary to achieve compliance with the statutory requirements as contained in State Housing Element Law.

COMPLIANCE WITH STATE HOUSING ELEMENT LAW

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

Key considerations relate to compliance with recent legislation including:

- SB 812 - Requires cities and counties to include an analysis of the housing needs of the developmentally disabled in the analysis of special housing needs in their Housing Elements.
- SB 375 – Establishes deadlines for Housing Element certification as well as deadlines for Housing Element rezoning programs.

The City's draft RHNA allocation for the 2014-2021 Planning Period is 697 new housing units, with 278 housing units in the Very Low and Low income categories. RBF has a strong understanding of the RHNA process as well as the requirements for adequate sites analysis under AB 2348. Additionally, recent demographic and housing data is available to update the Community Profile and housing needs assessment section of the Housing Element. The 2010 Census will be used to update these sections, along with data from the American Community Survey, HUD and State Department of Finance.

PROVIDE A TURNKEY WORK PROGRAM

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

that will minimize the level of work to be performed by City staff. A list of anticipated data that will be requested from the City is provided in the Scope of Work.

COMMUNITY ENGAGEMENT

RBF recommends a targeted, effective outreach effort to assist the public, stakeholders and elected/appointed officials in understanding the update process, its implications, and the various methods of achieving compliance with State Law. Community engagement in the Housing Element planning process is an important component to an effective and easily implemented policy program. Through stakeholder meetings, community workshops, and other outreach activities, RBF Consulting believes successful interaction with the public will assist in developing policy that reflects community needs and concerns. RBF's extensive community outreach experience result in an effective outreach strategy that provides for community-based support, identification of current issues, and the establishment of policy that is responsive to the City's residents.

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

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CREATING A USER-FRIENDLY AND ACCESSIBLE DOCUMENT

The key to a successful Housing Element is to structure the document so that it is user-friendly for City staff, elected officials, and the general public. RBF prides itself on creating policy documents that are user-friendly, concise and easily updated. We understand Housing Elements are not static documents; therefore, it is important that the Housing Element be organized in a manner that is conducive to easy revisions. Since the statutory requirements of Housing Elements include numerous provisions for evaluating previous progress, it is also critical that the format and presentation of data provides a framework that can be used effectively in future updates and yearly reporting requirements.

CONTINUED INTERACTION WITH HCD

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

SCOPE OF SERVICES

The following work program has been prepared pursuant to the information contained in the City of Montclair's Request for Proposals.

TASK 1.0: PROJECT ORIENTATION AND KICK-OFF MEETING

Initial orientation of the Housing Element Work Program is essential to the development of a streamlined and effective process that achieves its objectives. The RBF Team will participate in a Kick-Off Meeting with Montclair staff to discuss the Update process, answer questions, provide data, and exchange other information. The Kick-Off Meeting will result in a confirmed project schedule, including hearing dates, submittal of work products and other issues pertinent to the effective completion of the work program.

Prior to the Kick-Off Meeting, RBF will provide the City with a listing of pertinent City data that is necessary to complete the work program. All data gaps will be identified at the Kick-Off Meeting. RBF anticipates a "turnkey approach" for data collection to the greatest extent feasible. RBF will request only information that is proprietary to the City to minimize the work effort required by City staff. Additionally, RBF staff will be available to provide City staff with on-site assistance with data gathering.

As part of this task, RBF will review pertinent background documents, such as the current General Plan and Housing Element, to become familiar with the City's current policy framework, needs and opportunities.

TASK 1.0 DELIVERABLES:

- Attendance at Kick-Off Meeting
- Confirmed project schedule
- Review of background documents

TASK 2.0: DEVELOP AND CONDUCT A PUBLIC PARTICIPATION PROGRAM

The RBF Team is suggesting an approach to public participation that offers opportunities for meaningful input and involvement. Visually engaging, interactive and collaborative community and stakeholder workshops and study sessions will have productive results for the City of Montclair. Meeting notices and flyers will be provided to the City for reproduction and distribution in English and Spanish.

SUBTASK 2.1: COMMUNITY/STAKEHOLDER WORKSHOP

RBF will facilitate one (1) community and stakeholder workshop during the development of the Housing Element. The focus of this workshop is to provide an opportunity for the general public to learn about the Housing Element Update, provide answers to questions, and engage them in constructive conversation related to housing issues and opportunities in the City. RBF will assist the City in identifying stakeholder organizations to invite to the workshop in addition to the general public. Stakeholders play a vital role in the success and effectiveness of Housing Element Programs. Many community groups and service organizations can provide significant insight into the development of effective policies that meet the current and projected housing needs in the community. A pre-workshop informational flyer will be developed for City use.

SUBTASK 2.2: WORKSHOP SPANISH TRANSLATION (OPTIONAL)

RBF will provide a Spanish translator for all public meetings at the request of city staff.

SUBTASK 2.3: PLANNING COMMISSION/CITY COUNCIL STUDY SESSION

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

TASK 2.0 DELIVERABLES:

- Community/Stakeholder Workshop PowerPoint® Presentation and Informational Handouts, as necessary
- Pre-Workshop Informational Flyers/Notices in English and Spanish (as requested)
- Workshop Summaries and staff reports
- Study Session Attendance, PowerPoint® Presentation and Informational Handouts, as necessary

TASK 3.0: CITY OF MONTCLAIR HOUSING PROFILE REPORT

This task shall form the foundation for policy analysis and program development of the Housing Element Update. RBF will develop a document containing updated demographic, economic, and housing data that will synthesize the development of the various components to the Housing Element. The 2010

Census will be used to update these sections, along with data from the American Community Survey, HUD and State Department of Finance. All data and analysis contained within the Profile Report will contain the necessary information requested by HCD. RBF will utilize HCD's standard review checklist as a guideline to ensure required data is contained within the profile report. The Housing Profile Report will contain the following components:

SUBTASK 3.1: NEEDS ANALYSIS

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

Population

This section will include current population and recent trends including the amount and rate of population growth. Population and rates of jurisdiction growth will be compared to the countywide or regional total and to surrounding jurisdictions.

Employment Trends

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

Household Characteristics and Housing Stock

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

Housing Needs

Analysis of future housing needs will include the 2014-2021 SCAG Regional Housing Needs Assessment construction need allocations for the City of Montclair. The existing need analysis will address overpayment and overcrowding.

Population segments in Montclair that are considered special needs groups, due to the higher probability that these groups will have more difficulty in finding decent and affordable housing,

will be analyzed. The Housing Element will provide an analysis of these special needs groups, including; Elderly Persons, Large Families, Female-Headed Households, Persons with Disabilities (including those with developmental disabilities), Homeless Persons, and Farm Workers.

Analysis of housing needs of Extremely Low Income households (those earning less than 30 percent of the median income) will be conducted, pursuant to the requirements of AB 2634.

SUBTASK 3.2: HOUSING CONSTRAINTS AND RESOURCES

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

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

This section will also include an analysis of opportunities for green building and energy conservation in single-family and multi-family residential units, including existing City and outside private and public incentive and assistance programs.

SUBTASK 3.3: LAND RESOURCES

RBF will provide a thorough analysis of undeveloped and underutilized land with the City of Montclair in compliance with requirements of State Law (AB 2348). If the analysis indicates an insufficient number of sites available to meet the 2014-2021 RHNA need, RBF will provide a recommended program of actions to achieve an inventory of sites to meet the future need.

SUBTASK 3.4: EVALUATION OF ASSISTED UNITS

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

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

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

TASK 3.0 DELIVERABLES:

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

TASK 4.0: REVIEW OF HOUSING ELEMENT PAST PERFORMANCE

As required by State law, RBF will review and evaluate the progress of previously stated objectives of the 2006-2014 Housing Element. RBF will provide analysis of the effectiveness and appropriateness of previously stated goals, objectives, and program actions. It should be noted that this portion of the Housing Element Update process requires the highest level of staff interaction. RBF will develop a Matrix that identifies all policies, programs, and quantified objectives for the previous Housing Element planning period and the achievement of stated objectives. This will streamline the analysis and provide a standard format for future revisions.

RBF will provide analysis as to the current applicability and effectiveness of stated programs and suggest deletion of programs, the addition of new programs, or revisions that will adequately address current need. This section will also include a summary of recent legislation and necessary policy and program modifications to address current State Housing Element law. In addition, RBF will provide recommendations for the development of a tracking system for future housing development activities to enable effective tracking of future development activity by affordability level.

TASK 4.0 DELIVERABLES:

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

TASK 5.0: EVALUATE AND UPDATE HOUSING ELEMENT GOALS AND POLICIES

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

TASK 5.0 DELIVERABLES:

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

TASK 6.0: IMPLEMENTATION PROGRAM AND QUANTIFIED OBJECTIVES

The Implementation Program and Quantified Objectives will be finalized for the 2014-2021 Housing Element Planning Period. This implementation program will respond to the Review of Past Performance and retain currently effective programs and discard or adapt those deemed ineffective. The program will also include monitoring procedures and milestones for assessment purposes.

Quantified Objectives for the Housing Element will reflect the highest number of housing units within the City that can be constructed, rehabilitated, and conserved during the Planning Period, understanding the City's available resources and capacity. The Quantified Objectives will be summarized by state defined income categories, including Very-Low, Low, Moderate, and Above Moderate. Objectives for Extremely-Low Income households will also be developed, pursuant to requirements of State law. All quantified objectives will be presented in a table that specifically states the objective, funding source, agency responsible, and timeline for its implementation. This will enable future evaluations of Housing Element performance to be completed effectively and with minimal allocation of staff resources.

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TASK 6.0 DELIVERABLES:

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

TASK 7.0: PREPARATION OF DRAFT HOUSING ELEMENT

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

RBF will participate in two (2) rounds of comments to the Administrative Draft Housing Element. The second-round Administrative Draft Housing Element shall incorporate all City comments received during the first round of draft comments. Upon incorporating the City's comments, RBF will transmit the Draft Housing Element to HCD on the City's behalf for compliance review. All revisions to the Draft documents in response to HCD or public review comments will be provided in redline-strike format.

TASK 7.0 DELIVERABLES:

- One (1) electronic copy (Word/Excel and pdf) and five (5) hard copies of the First Administrative Draft Housing Element

- One (1) electronic copy (Word/Excel and pdf) and five (5) hard copies (comb bound) of the Second Administrative Draft Housing Element

TASK 8.0: FINAL HCD COMMENTS AND FINAL PUBLIC REVIEW DRAFT

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

Upon addressing HCD's review comments, RBF will prepare the Final Draft for public review and adoption by the City Council. RBF will provide all Housing Element documentation in electronic format suitable for posting on the City's website.

TASK 8.0 DELIVERABLES:

- Attendance at up to three (3) conference calls with HCD and follow-up communications
- One (1) electronic (Word/Excel and pdf), and up to twenty (20) hard copies (comb bound) of the Final Public Review Draft Housing Element

TASK 9.0: ENVIRONMENTAL ASSESSMENT SUPPORT

Based upon our recent experience with the City, it is assumed the past environmental analysis will be sufficient to evaluate the environmental impacts, as no new sites are likely anticipated and the sites evaluated in the prior Housing Element are currently available. This will provide a high level of efficiency in the CEQA process. Please note that our Fee schedule assumes a more robust analysis and additional cost savings can be achieved through consultation with staff.

It is assumed the City's Draft Housing Element will require a Negative Declaration pursuant to CEQA. RBF will prepare an Initial Study and Environmental Assessment for the Housing Element concurrently with the Housing Element Update process. The Initial Study/ Negative Declaration will include a project description, location, environmental checklist, analysis of potential environmental effects, methods for mitigating significant effects and an analysis of consistency with existing plans and land use controls. RBF will assist City staff in the preparation of the Notice of Availability and Notice of Intent to Adopt the Housing Element Initial Study/ Negative Declaration. This task assumes that City staff will disseminate and file the appropriate notices, as well as the publication of advertisement in the newspaper.

At the conclusion of the 30-day public review, response to comments will be prepared, constituting the Final Negative Declaration. This documentation will be brought to the Planning Commission and City Council for review and adoption. This task assumes City staff will file the Notice of Determination (NOD) with the County of Los Angeles following the adoption of the Housing Element by the City Council.

TASK 9.0 DELIVERABLES:

- One (1) electronic copy (Word/Excel and pdf) and five (5) hard copies of the Screencheck Initial Study
- One (1) electronic copy (Word/Excel and pdf) and five (5) hard copies of the Draft Initial Study
- One (1) electronic copy (Word/Excel and pdf) and five (5) hard copies of the Draft Negative Declaration
- One (1) electronic copy (Word/Excel and pdf) and five (5) hard copies of the Draft Initial Study/Negative Declaration for Public Review
- One (1) electronic (Word/Excel and pdf) and five (5) hard copies of the Final Negative Declaration
- One (1) electronic (Word/Excel and pdf) of the Notice of Determination (City staff to file)

TASK 10.0: FINAL HOUSING ELEMENT ADOPTION

RBF will participate in public hearings before the Planning Commission and City Council for adoption of the final Housing Element. Upon adoption of the Housing Element, RBF will transmit the final Housing Element to HCD on the City's behalf.

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TASK 10.0 DELIVERABLES:

- Attendance at up to four (4) Planning Commission or City Council meetings
- One (1) electronic (Word/Excel and pdf), and up to twenty (25) hard copies of the Final Housing Element

TASK 11.0: MEETINGS, MANAGEMENT, AND STAFF SUPPORT

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

TASK 11.0 DELIVERABLES:

- Attendance at up to monthly Project Team Meetings or conference calls

RBF

SECTION 2

City of Montclair Housing Element Proposed Schedule

	2013											
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	
Task 1.0: Project Orientation/ Kick-off Meeting												
Task 2.0 Develop and Conduct a Public Participation Program												
2.1 Community/Stakeholder Workshop												
2.2 Workshop Spanish Translation (Optional)												
2.3 Planning Commission/City Council Study Session												
Task 3.0: Housing Profile Report												
3.1 Needs Analysis												
3.2 Housing Constraints and Resources												
3.3 Land Resources												
3.4 Evaluation of Assisted Units												
Task 4.0: Review Housing Element Past Performance												
Task 5.0: Evaluate and Update Goals and Policies												
Task 6.0: Implementation Program and Quantified Objectives												
Task 7.0: Preparation of Draft Housing Element												
Task 8.0: Final HCD Comments and Final Public Review Draft												
Task 9.0: Environmental Assessment Support												
Task 10.0: Final Housing Element Adoption												
Task 11.0: Meetings, Management, Staff Support												

RBF

SECTION 3

FIRM QUALIFICATIONS

CONSULTANT'S QUALIFICATIONS

RBF Consulting, a Company of Michael Baker Corporation (RBF) is one of the largest engineering, design and construction management firms in the Nation. From RBF's beginning in 1944 in southern California, the company has grown to a full service consulting firm with project experience in 13 countries, 27 states and with over 700 local agencies. RBF has a team of 525 professionals within 16 offices in the Western United States. The recent merger with Baker Corporation provides RBF with the increased strength of over 100 offices and 3,200 employees.

Southern California offices:

- Irvine
- Los Angeles
- San Diego
- Camarillo
- Carlsbad
- Ontario
- Palm Desert
- Temecula

106 offices nationwide!

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

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

Planning and Design Services

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

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

Urban Design Studio



A niche of RBF is the Urban Design Studio (UDS), a distinct division that works primarily with communities undergoing revitalization. UDS focuses on planning, design, and community building projects for public agencies and municipal clients. Our planning and design professionals focus on integrating creative planning solutions with sound implementation principles. An informed and involved citizenry is essential to preparing realistic plans and visions for the future. At UDS, we design creative public participation approaches to assist communities in reaching consensus on the collective direction taken to resolve issues and achieve objectives. At UDS, we understand the need to fully incorporate state-of-the-art tools into the planning process to perform spatial analyses, graphically portray concepts, and promote communication between the project team, client and the public.

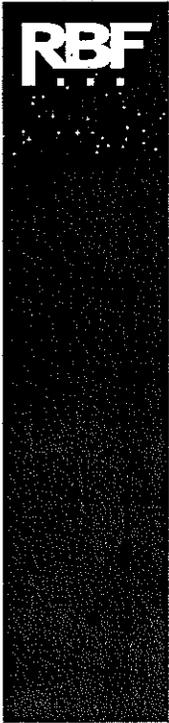
- CADD
- Visual Simulations
- Multi-Media Presentations
- Internet Livemap GIS®
- Website Design/Setup
- Town Hall Meetings
- Multi-Cultural Participation Programs
- Urban Design & Planning Charrettes
- Visioning Workshops
- TownScan™ Community Image Surveys

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Environmental Services

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

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

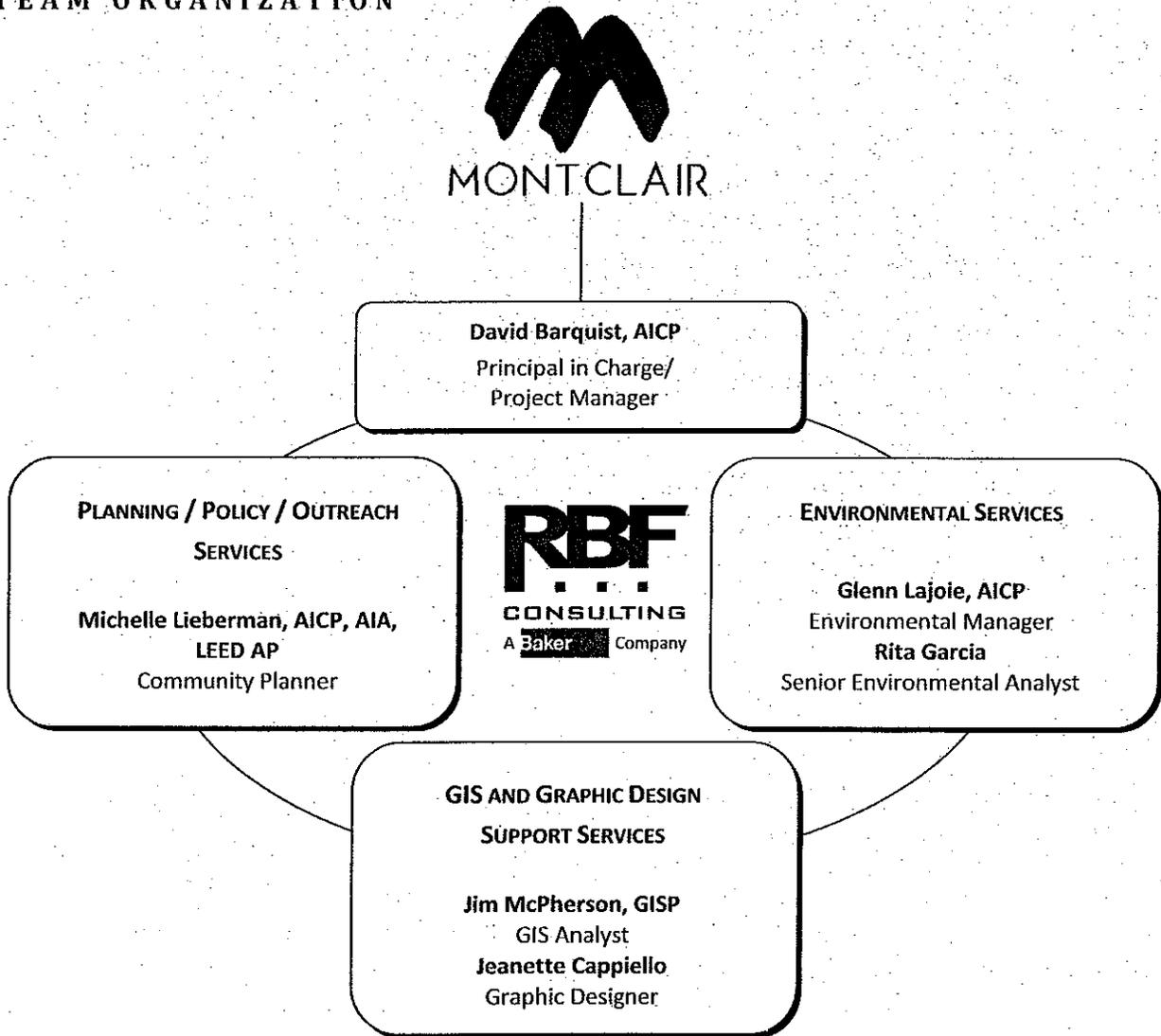


RBF

SECTION 4

PROJECT TEAM

TEAM ORGANIZATION



RBF's talented team, combined with our clear understanding of Housing Elements and established internal project coordination procedures, will allow scope of work completion within the agreed upon schedule. *We are proud to say that EVERY Housing Element we've completed has achieved HCD certification!*

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

RESUMES OF KEY PERSONNEL

David Barquist, AICP

Project Assignment: *Principal-in-Charge/Project Manager, Element Author, Outreach Lead*

Registration: 2001, American Institute of Certified Planners

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

Years with RBF: 13

Mr. Barquist brings to RBF over 20 years of public and private sector planning experience. David has provided extensive policy and program analysis for local and regional Housing Elements, including constraints and resources analysis, housing needs assessments, conditions surveys, and housing affordability studies. David has directly managed numerous Housing Elements over the past five years. He was a panelist for the "Housing Element Update 2007" Orange County APA Professional Development Luncheon and is an instructor for Cal State Fullerton's Urban Planning Certificate Program.

Michelle Lieberman, AICP, AIA, LEED AP

Project Assignment: *Community Planner, Element Author, Outreach*

Registration: 2009, American Institute of Certified Planners; 2009, Certificate in Public Participation, International Association for Public Participation; 2007, LEED Accredited Professional; Registered Architect, States of Nevada and California

Education: MURP, University of California, Irvine; B. Arch., California State Polytechnic University, Pomona

Years with RBF: 5

As a Community Planner, Ms. Lieberman's work includes General Plans, Specific Plans, design guidelines, and residential rehabilitation plans. Ms. Lieberman brings to RBF over 9 years of both public and private sector experience. Prior to joining RBF Consulting, Ms. Lieberman worked for a public agency's planning department, where she focused on current planning. She was also a Project Manager and Residential Designer for a large architecture firm. She has been involved in updating over 15 Housing Elements in the past four years. Her responsibilities in the Housing Element updates include project management, housing needs assessments, resource and constraints analysis, community outreach, policy development, and coordination with the State Housing and Community Development Department (HCD).



Glenn Lajoie, AICP

Project Assignment: *Environmental Support Services*

Registration: 1994, American Institute of Certified Planners, 087288

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

Years with RBF: 25

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

Rita Garcia

Project Assignment: *Environmental Support Services*

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

Years with RBF: 19

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

Jim McPherson, GISP

Project Assignment: *GIS Support Services*

Registration: 2008, Geographic Information Systems Professional

Education: B.A., Geography, California State University, Long Beach

Years with RBF: 12

Mr. McPherson's experience includes Geographic Information Systems technology for utility, environmental, engineering, and planning projects. He is experienced in database design, GIS analysis, data automation, data creation and cartographic presentation. He has a Bachelor in Geography and multiple certifications in GIS database and software applications. Mr. McPherson provides support services on RBF's Housing Elements including housing and land inventories, mapping, and spatial analysis.

Jeanette Cappiello

Project Assignment: *Graphic Design*

Education: BFA, Graphic Design, Columbia College

Years with RBF: 9

As Assistant Art Director for RBF's Media Arts Studio, Ms. Cappiello has worked on a variety of projects including proposal covers, corporate advertising, trade show graphics, award submittals, company events, corporate marketing materials, and interview presentations. In addition, Ms. Cappiello is a designer for our Planning and Urban Design department, working on the graphic design components of major projects such as the *Fullerton General Plan* and *Transit Center Specific Plan*, the *Buellton Citywide Visioning Process*, recent SCAG Compass Blueprint Demonstration projects such as *Imperial Highway Corridor Specific Plan*, *Lancaster General Plan*, *Garden Grove General Plan*, and *Downtown Sierra Madre Specific Plan*. Prior to joining RBF, Ms. Cappiello worked in Chicago for a fortune 500 insurance company in the Marketing Services Department. She also worked in the graphics/marketing department for an electronics company in San Diego and a publishing company in La Jolla, California.

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SECTION 5

RECENT EXPERIENCE & REFERENCES

RECENT EXPERIENCE

The RBF Team is proud of its successful track record of Housing Element updates. At the City of Montclair's request, RBF can provide references and contact information for any and every Housing Element client we have done business with. The following table provides a partial listing of our most recent experience.

Project	Housing Element	Environmental Analysis
Anaheim Housing Element Certified in 2009	❖	❖
Antioch Housing Element Certified in 2010	❖	❖
Artesia Housing Element Certified in 2011	❖	❖
Carmel Housing Element Certified in 2010	❖	❖
Chula Vista Housing Element Certified in 2007	❖	
Fontana Housing Element Certified in 2010	❖	❖
Fullerton Housing Element Certified in 2010	❖	❖
Gilroy Housing Element Found in compliance by HCD in 2011	❖	❖
Indio Housing Element Certified in 2009	❖	❖
Los Alamitos Housing Element Certified in 2010	❖	❖
Lynwood Housing Element Certified in 2010	❖	❖
Montclair Housing Element Certified in 2011	❖	❖
Oakley Housing Element Certified in 2009	❖	❖
Orange Housing Element Certified in 2010	❖	❖
Placentia Housing Element Certified in 2010	❖	❖
Salinas Housing Element Certified in 2011	❖	❖
Saratoga Housing Element Certified in 2010	❖	❖
Stanton Housing Element Certified in 2009	❖	❖
Truckee Housing Element Certified in 2009	❖	❖

REFERENCES

The following are professional references and a description of recent services provided for each reference. All references listed below are familiar with David Barquist, Project Manager.

Anaheim Housing Element Update (2007-2009)	City of Anaheim Planning Department, Suite 162 P.O. Box 3222 Anaheim, CA 92803	Contact: Jonathan Borrego Principal Planner, (714) 765-5016
<p>RBF was provided consulting services for the preparation of the General Plan Housing Element Update. The Housing Element provides programs and strategies for the provision of housing for a variety of income levels, evaluates land inventory suitable for housing development, evaluates constraints on housing, and establishes quantified objectives for the construction, rehabilitation and conservation of housing citywide. The City's Housing Element focuses on infill and redevelopment opportunities. The Housing Element Update process included extensive community outreach, including Ad Hoc Committee meetings, a community open house and workshops.</p>		
Stanton Housing Element Update (2007-2009)	City of Stanton 7800 Katella Avenue Stanton, CA 90680-3162	Contact: Omar Dadabhoy, Community Development Director (714) 890-4213
<p>RBF was selected to update the existing Housing Element in addition to comprehensively update the City's General Plan. RBF completed all tasks in a timely manner while concurrently preparing the CEQA Initial Study and Mitigated Negative Declaration. RBF evaluated the past performance of the previous Housing Element and updated the goals, policies, and quantified objectives. RBF identified sites within the City to meet the un-accommodated housing need and to satisfy the requirements of AB 1233. The Housing Element was certified in 2009.</p>		
Indio Housing Element Update (2007-2009)	City of Indio 100 Civic Center Mall Indio, CA 92201	Contact: Joe Lim Planning Manager, (760) 391-4120
<p>RBF Consulting was selected to update the City's Housing Element in 2007. RBF's approach included a public participation program with both an in-person and a virtual/online workshop. RBF evaluated the previous plan and determine employment trends, housing characteristics, and housing needs. Analyses of vacant land resources, and opportunities for infill and redevelopment were conducted. The final report included a 5-year implementation program for the updated plan objectives.</p>		

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RBF

SECTION 6

**City of Montclair Housing Element
PROFESSIONAL FEES FOR PLANNING CONSULTING SERVICE**

TASK	DB	ML	GL	RG	JC	JM	Total Cost	Percent of Total Fee
1.0 Project Orientation/ Kick-off Meeting	4	6					\$1,452	4%
2.0 Develop and Conduct a Public Participation Program								
2.1 Community/Stakeholder Workshop	6	8			1		\$2,138	6%
2.2 Workshop Spanish Translation (Optional)							\$450	
2.3 Joint Planning Commission/ City Council Study Session	4	6			1		\$1,542	4%
3.0 Housing Profile Report								
3.1 Needs Analysis	1	12					\$1,728	5%
3.2 Housing Constraints & Resources	2	10					\$1,636	4%
3.3 Land Resources	4	12				6	\$2,922	8%
3.4 Evaluation of Assisted Units	1	4					\$688	2%
4.0 Review of Housing Element Past Performance	2	10					\$1,636	4%
5.0 Evaluate and Update Goals and Policies	2	12					\$1,896	5%
6.0 Implementation Program and Quantified Objectives	2	6					\$1,116	3%
7.0 Preparation of Draft Housing Element	2	8				2	\$1,556	4%
8.0 Final HCD Comments and Public Review Draft	8	14					\$3,164	9%
9.0 Environmental Assessment Support				2			\$7,810	21%
10.0 Final Housing Element Adoption	8	16					\$3,424	9%
11.0 Meetings, Management and Staff Support	14	8					\$3,392	9%
Project Expenses (copies, fax, mileage, etc.)							\$700	2%
TOTAL HOURS	50	118	2	70	6	6		
TOTAL FEE (excludes optional task)							\$36,800	



- 1) All work will be performed at a "Not to exceed" contract price, which will become the firm fixed price upon completion of negotiations with staff authorized to negotiate an agreement. Any revisions shall be with prior approval of the City.
- 2) The total budget includes all miscellaneous costs for reproduction, reimburseables, telephone, postal, delivery, reference materials and incidental expenses. RBF will receive payment either on a percentage basis using milestones or by monthly billing, as determined by the Client. The RBF project manager reserves the right to make adjustments to staff allocations as necessary within the overall budget.
- 3) The proposed fee will be valid for ninety days from date of receipt. Should project extend beyond estimated timeline, RBF reserves the right to negotiate fees based on yearly fee increase occurring in February of each calendar year.
- 4) Any scope revisions or budget augmentation request shall be only upon written approval of City staff.

This cost proposal shall remain valid for a period of ninety (90) days from the issue date.

RBF

SECTION 7



CONTRACT EXCEPTIONS

The following comments represent our Legal Department's review of the City of Montclair Standard Contract. Our preferred language is provided for your review and discussion. The City's non-acceptance of all or portions provided herein does not necessarily affect our willingness to execute a contract with the City.

Section 6 (b) – Delete “provided that the work performed is of value to the City”

Section 7 – Edit as follows:

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

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

Section 8 (b) – Add reuse language after the first sentence, “The documents and other information developed by Consultant under this Agreement are not intended or suitable for reuse on any project other than that for which it is commissioned and the City shall indemnify and hold harmless Consultant from and against all claims, damages, losses and expenses arising or relating to any reuse, disposition or modification of said documents and other information.”

Section 9 (a) – Delete “defend”, add “reasonable” before “attorney's fees”, delete “in whole or in part”, replace “negligent or wrongful act, error or omission” with “negligent act, error or omission or willful

misconduct”, and add to the end, “For claims alleged to arise from Consultant’s professional services, Consultant’s defense obligation to Indemnitees shall include only the reimbursement of reasonable defense costs and attorneys’ fees to the extent caused by Consultant’s negligence, recklessness or willful misconduct.

Section 9 (b) – Add “reasonable” before “attorney’s fees” and add after the bracketed section, “for bodily injury or death or property damage”

Section 10 – They say coverage and the forms must be satisfactory to the City. We use standard forms and we won’t change our coverage if it is considered unsatisfactory. Unlikely to be an issue, but I wanted to flag the requirements. We don’t provide copies of our policies.

Section 11 (b) – delete the final sentence...seems overbroad.

Section 15 (c) – We would like to discuss the prohibition for work with any land owners for the duration of the contract.

Section 17 – Add “, which shall not be unreasonably withheld, conditioned or delayed” top the end of the first sentence.

Add our standard force majeure clause and waiver of consequential damages:

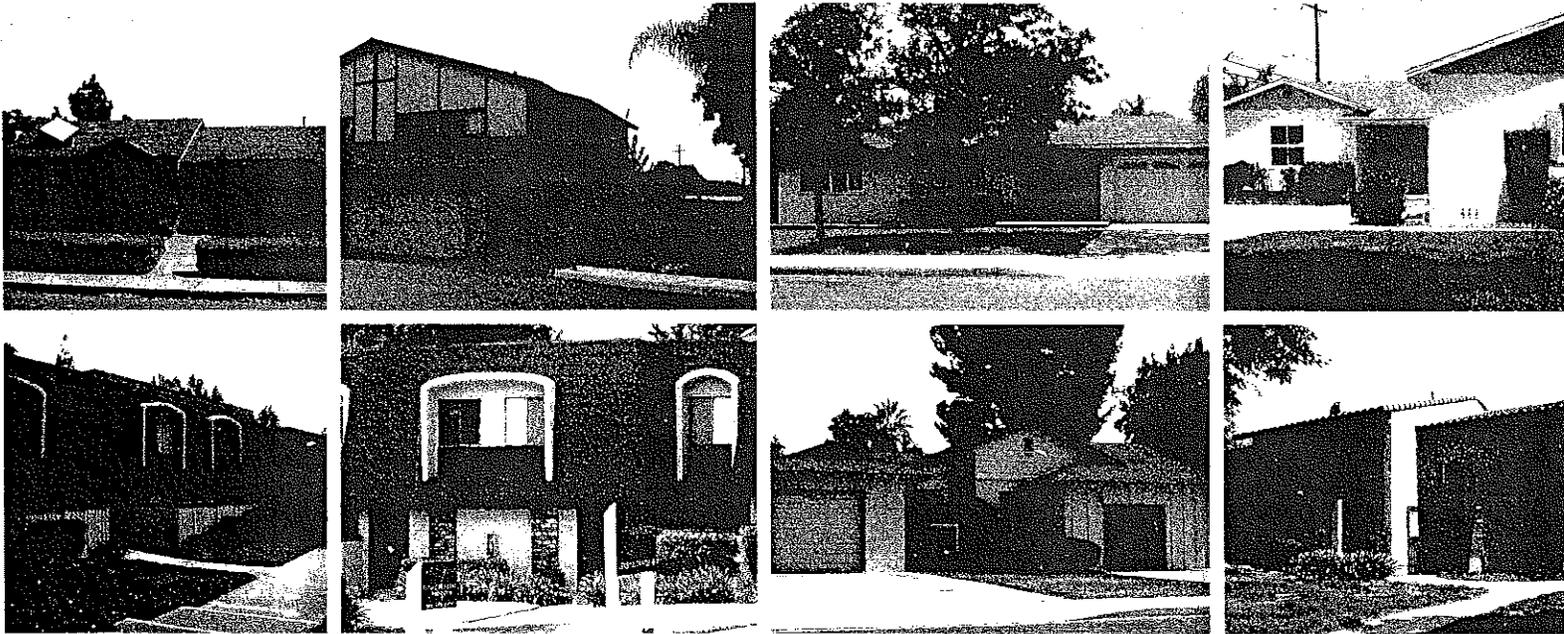
Force Majeure: In no event shall either party have any claim or right against the other party for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a force majeure, including but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute; national emergency; insurrection; riot; or war.

Waiver of Consequential Damages: UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE WORK OR THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COSTS OF DELAY, OR LIABILITIES TO ANY THIRD PARTIES ARISING FROM ANY SOURCE.



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14725 Alton Parkway
Irvine, CA 92618-2027
949.472.3505





County of San Bernardino

FAS

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC		Dept. TRA	Contract Number	
<input type="checkbox"/> Change					A		
<input type="checkbox"/> Cancel							
ePro Vendor Number					ePro Contract Number		
County Department Public Works - Transportation				Dept. TRA	Orgn. TRA	Contractor's License No.	
County Department Contract Representative Eric Jacobsen, Supervising Transportation Analyst				Telephone (909)387-8166		Total Contract Amount \$32,500	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
						\$	
Fund SAA	Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No	Amount \$32,500	
Fund SAA	Dept. TRA	Organization TRA	Appr. 200	Obj/Rev Source 2445			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$	
Project Name Ramona Avenue - Overlay			Estimated Payment Total by Fiscal Year				
			FY 12/13	Amount	I/D	FY	Amount I/D

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

Name
City of Montclair
Address
5111 Benito Street
Montclair, CA 91763
Telephone
(909) 625-9444
Federal ID No. or Social Security No.
95-6005731

hereinafter called CITY

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, COUNTY and CITY (hereinafter collectively referred to as "Party" or "Parties") desire to cooperate and jointly participate in a proposed project to overlay the pavement on Ramona Avenue, between Mission Boulevard and Phillips Boulevard (hereinafter referred to as "PROJECT"); and

WHEREAS, the PROJECT is located in the unincorporated area of the COUNTY and the incorporated area of the CITY, and will be of mutual benefit to the COUNTY and CITY; and

WHEREAS, Streets & Highways Code section 1710 authorizes COUNTY to contract with CITY for CITY's maintenance, construction or repair of COUNTY highways, the cost being paid by COUNTY; and

Auditor-Controller/Treasurer Tax Collector Use Only

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

WHEREAS, COUNTY determines that it is necessary for the more efficient maintenance, construction, or repair of the COUNTY roads identified herein to contract with CITY for the PROJECT; and

WHEREAS, it is anticipated that the funding for the design and construction phases of the PROJECT will be from COUNTY Gas Tax Funds assigned in the Fiscal Year 2012/13 Road Operations budget and local CITY funds; and

WHEREAS, PROJECT's total estimated cost is \$585,000; COUNTY's share of cost is a not to exceed amount of \$32,500 (5.56% of PROJECT). The remaining balance of \$552,500 (94.44% of PROJECT)) will be financed by the CITY; and

WHEREAS, COUNTY and CITY desire to set forth responsibilities and obligations of each as they pertain to such participation and to the design, construction, and funding of the PROJECT.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Pay to the CITY its share of the cost of the PROJECT, which is a not to exceed amount of \$32,500 (5.56% of PROJECT). The cost of the PROJECT shall include the cost of PROJECT design, construction, construction engineering, inspection and California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.) compliance. COUNTY's share of cost for PROJECT shall not exceed \$32,500 (5.56% of PROJECT) absent a written amendment to this Agreement approved by both Parties pursuant to paragraph 3.14.
- 1.2 Pay to CITY, on a reimbursement basis, its share of the cost of PROJECT, including its share of any PROJECT cost increases pursuant to paragraphs 3.6, 3.7, and 3.8 below, up to the not-to-exceed amount identified in paragraph 1.1., above, within thirty (30) days after receipt of an itemized statement as set forth in paragraph 2.10 of this Agreement setting forth all actual cost of PROJECT incurred by CITY to date and which have not already been paid by COUNTY, together with adequate documentation of said expenditures.
- 1.3 Provide a no-cost permit to the CITY for its work in COUNTY's right-of-way.
- 1.4 Operate and maintain those portions of the PROJECT within the unincorporated area of the COUNTY, in accordance with COUNTY regulations, policies and procedures after COUNTY's and CITY's acceptance of the construction contract work.

2.0 CITY AGREES TO:

- 2.1 Act as the Lead Agency in the design, construction, construction engineering, inspection and CEQA compliance of PROJECT. Right of Way activities are not anticipated for the PROJECT and therefore are not part of this Agreement.
- 2.2 Provide specifications and all necessary construction engineering for PROJECT to COUNTY, for COUNTY's prior review and approval.
- 2.3 Construct PROJECT by contract in accordance with the specifications of CITY, which have been reviewed and approved by COUNTY.
- 2.4 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the entire PROJECT limits.
- 2.5 Obtain a no-cost permit from COUNTY for work within the COUNTY's right-of-way.
- 2.6 Advertise, award, administer, and initially fund the construction of PROJECT, in accordance with the provisions of California Public Contract Code applicable to counties and require, as well as enforce, CITY's contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages. CITY shall indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, volunteers, and agents from any and all claims, actions, losses, damages, and/or liability arising out of CITY's obligations set forth in this paragraph.

- 2.7 CITY shall require all contractors and vendors working on PROJECT to have appropriate and adequate insurance coverage for the mutual protection and benefit of the Parties. Except for Workers' Compensation, Errors and Omissions and Professional Liability policies, CITY shall require and ensure that all CITY contractors/subcontractors for PROJECT shall have insurance policies that contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 2.8 Provide adequate inspection of all items of work performed under the construction contract(s) with CITY's contractors or subcontractors for PROJECT and maintain adequate records of inspection and materials testing for review by COUNTY. CITY shall provide copies of any records of inspection and materials testing to COUNTY within ten (10) days of CITY's receipt of written demand from COUNTY for such records. This shall be included as PROJECT cost.
- 2.9 Pay its share of the cost of the PROJECT, which is estimated to be \$552,500 (94.44% of PROJECT). The cost of the PROJECT shall include the cost of design, construction, construction engineering, inspection and CEQA compliance for the PROJECT. CITY's proportionate share of cost for PROJECT is estimated at \$552,500 (94.44% of PROJECT). CITY shall be solely responsible for PROJECT costs exceeding \$585,000.
- 2.10 Submit to COUNTY, on a monthly basis, an itemized accounting of actual cost of PROJECT incurred by CITY to date and which have not already been paid by COUNTY, and a statement for COUNTY's share of PROJECT cost which shall not to exceed \$32,500 (5.56% of PROJECT), as provided herein. Costs shall be amended following CITY and COUNTY acceptance of the final construction cost accounting.
- 2.11 Include compliance with any applicable requirements of CEQA, as well as completing the required CEQA documentation.
- 2.12 Operate and maintain those portions of the PROJECT within the incorporated area of the CITY, in accordance with CITY regulations, policies and procedures after COUNTY's and CITY's acceptance of the construction contract work.
- 2.13 Accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CITY's designated checking or other bank account. The CITY shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.
- 3.0 IT IS MUTUALLY AGREED:
- 3.1 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY, its officers, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability resulting from the CITY's negligent acts or omissions which arise from CITY's performance of its obligations under this Agreement.
- 3.2 COUNTY agrees to indemnify, defend (with counsel approved by CITY) and hold harmless the CITY, its officers, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.
- 3.3 In the event the CITY and/or the COUNTY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the CITY and/or COUNTY shall indemnify the other to the extent of its comparative fault. Furthermore, if the CITY or COUNTY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the CITY and COUNTY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 3.4 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 3.1, 3.2 and 3.3 indemnifications.
- 3.5 CITY and COUNTY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect

against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

- 3.6 The Parties acknowledge that final PROJECT costs may ultimately exceed current estimate of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.7 below) over the estimated total of PROJECT cost of \$585,000 (which is the sum of \$552,500 from CITY and \$32,500 from COUNTY), shall be borne solely by the CITY
- 3.7 If either CITY or COUNTY requests additional work that is beyond the scope of the original PROJECT, and not considered by both Parties to be a necessary part of the PROJECT, said work, if approved by both Parties, will be paid solely by the agency requesting the work, unless both Parties agree by written amendment to allocate the cost in accordance with the percentage allocation provided herein, or in some other mutually acceptable manner by written amendment to this Agreement.
- 3.8 In the case wherein one of the Parties owns a utility that needs to be relocated for a PROJECT and that Party does not have prior rights for that utility, it will be the sole responsibility of that Party to relocate the utility at that Party's cost. This shall not be included as a PROJECT cost. In the case that a utility relocation is determined to be a PROJECT cost based on that utility having prior rights, the relocation of the utility will be included as a project cost for which the COUNTY and CITY will be responsible for funding within their jurisdictional boundaries.
- 3.9 CITY shall notify COUNTY of the bids received and the amounts thereof. Within ten (10) days thereafter, CITY and COUNTY shall determine the cost of PROJECT. In the event that either Party intends to cancel this Agreement based upon the bids or amount thereof, said Party shall notify the other Party prior to the awarding of a contract so as to avoid detrimental reliance by any Party, contractor or potential contractor.
- 3.10 In the event that change orders are required during the course of the PROJECT, said change orders must be in form and substance as set forth in attached Exhibit "A" of this Agreement and approved by both CITY and COUNTY. Contract Change Order forms will be delivered by fax and must be returned within fourteen (14) days. The COUNTY shall not unreasonably withhold approval of change orders. If a COUNTY disapproved or modified change order is later found to be a cost of PROJECT, then the COUNTY shall be responsible for any costs, awards, judgments or settlements associated with the disapproval or modified change order.
- 3.11 If this Agreement is funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009, the CITY and COUNTY shall comply with the following provisions:

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

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

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

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

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

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

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

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

CITY and its contractors agree that they and their subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

- 3.12 This Agreement shall be terminated upon project completion as described in Paragraph 3.13 or August 31, 2015 (whichever occurs first), but may be cancelled upon thirty (30) days advance written notice of either Party, provided however, that neither Party may cancel this Agreement after CITY awards a contract to construct the PROJECT. In the event of cancellation as provided herein, all PROJECT costs required to be paid by the Parties prior to the effective date of cancellation shall be paid by the Parties in the same proportion to their contribution for the PROJECT.
- 3.13 Except with respect to the Parties' operation, maintenance and indemnification obligations contained herein, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the COUNTY for its share of the PROJECT.
- 3.14 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.15 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
- 3.16 Time is of the essence for each and every provision of this Agreement.
- 3.17 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.18 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.19 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 3.20 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.21 The Recitals are incorporated into the body of this Agreement.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both Parties.
IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

▶ _____
Josie Gonzales, Chair, Board of Supervisors

Dated: _____

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

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

By _____
Deputy

CITY OF MONTCLAIR

(Print or type name of corporation, company, contractor, etc.)

By: ▶ _____
(Authorized signature - sign in blue ink)

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

Title: Mayor
(Print or Type)

Dated: _____

Attest:

By: _____
(Authorized signature - sign in blue ink)

Name: Yvonne Smith
(Print or type name of person signing contract)

Title: Deputy City Clerk
(Print or Type)

Dated: _____

Approved as to form:

By: _____
(Authorized signature - sign in blue ink)

Name: Diane E. Robbins
(Print or type name of person signing contract)

Title: City Attorney
(Print or Type)

Dated: _____

Address: 5111 Benito Street
Montclair, CA

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
▶ _____ County Counsel	▶ _____	▶ _____ Department Head
Date _____	Date _____	Date _____

EXHIBIT A

CONTRACT CHANGE ORDER REVIEW/APPROVAL

PROJECT:

RAMONA AVENUE
PAVEMENT OVERLAY
COUNTY OF SAN BERNARDINO CONTRACT #

File: ~~XXXXXX~~

Proposed Contract Change Order No. _____ has been reviewed in accordance with the existing agreements with the CITY of Montclair and County of San Bernardino for the above project and the following shall apply:

DATE OF COUNTY OF SAN BERNARDINO ACTION: ____/____/____

APPROVED for Implementation with 100% Participation by COUNTY OF SAN BERNARDINO

APPROVED Subject to Comments/Revisions Accompanying This Document

APPROVED With Limited Funding Participation by COUNTY OF SAN BERNARDINO

_____% of Actual Cost to be funded by COUNTY OF SAN BERNARDINO

COUNTY OF SAN BERNARDINO Participation Not to Exceed \$ _____

DISAPPROVED -Not Acceptable to COUNTY OF SAN BERNARDINO

Note: Approval under any of the above conditions shall in no case be construed as agreement to increase the total financial participation beyond that prescribed in the existing CITY OF MONTCLAIR and COUNTY OF SAN BERNARDINO agreements without separate amendment to said agreements. Net increases in costs deriving from this and previously approved Contract Change Orders shall not cause the total construction costs to exceed the sum of the authorized contract total and contingency amounts.

Comments, as follows and/or attached, are conditions of the above action? YES NO

SIGNED: _____

TITLE: _____

Distribution:
Signed Original Returned to Resident Engineer (FAX # 909-350-6755)
Signed Original for COUNTY OF SAN BERNARDINO File

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 13-16 WITH GRAFFITI TRACKER INC.
FOR CONTINUED USE OF ITS DATABASE
TO TRACK AND ANALYZE GRAFFITI

DATE: February 4, 2013

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: GRF050

DEPT.: POLICE

REASON FOR CONSIDERATION: The Police Department would like to continue contracting with Graffiti Tracker Inc. to track, analyze, and ultimately reduce the occurrences of graffiti within the City.

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

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

Graffiti Tracker Inc. specializes in providing Police and City personnel with the tools needed to reduce graffiti vandalism. The company assisted the City in implementing a graffiti protocol that continues to provide a graffiti database, analyses, and tracking to further reduce the occurrence of graffiti vandalism. Graffiti Tracker utilizes cameras equipped with Global Positioning System technology. Photographs of graffiti are taken by the City's graffiti abatement crews and are sent to Graffiti Tracker, where they are analyzed and categorized for reference. The result of the analysis is then stored in a web-based Graffiti Tracker system. Police and City personnel are permitted unlimited searches of the organized database to determine patterns of graffiti incidents, such as most active vandals and/or gangs, rising tension between rival gangs, and frequently hit areas or "hot spots."

Since the program is web-based, there is no need for software installation or restrictions on the number of system users.

FISCAL IMPACT: The cost to contract with Graffiti Tracker Inc. for one year is \$6,000. Funds for this purpose are included in the Police Department Fiscal Year 2012-13 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-16 with Graffiti Tracker Inc. for continued use of its database to track and analyze graffiti.

Prepared by:

Judy B.
Sharon Szepien

Reviewed and
Approved by:

[Signature]

Proofed by:

Presented by:

PROFESSIONAL SERVICES AGREEMENT

(City of Montclair and Graffiti Tracker Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT is made as of January 1, 2013 by and between the City of Montclair, ("Agency"), and Graffiti Tracker Inc. ("Contractor").

RECITALS

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

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

1. Contractor's Services.

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

service is rendered.

4. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of 12 months, unless earlier terminated pursuant to Section 14.
5. **Compensation.** Agency agrees to compensate Contractor for its services according to the fee and payment schedule set forth in Exhibit B, attached hereto and incorporated herein as though set forth in full. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of \$6,000.00 unless specifically approved by the City Council. Agency agrees that services may not begin until first payment is received.
6. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency.
7. **Representatives.**
 - a. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Timothy M. Kephart who shall be the representative of Contractor authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. Contractor may not change the foregoing Project Manager without the express written approval of Agency.
 - b. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the Deputy City Manager/Office of Economic Development Executive Director, or in his/her absence, an individual designated in writing by the Contract Administrator. It shall be Contractor's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Contractor shall refer any decisions that must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.
8. **Standard of Performance.** Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Contractor hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

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

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

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

14. Termination.

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

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

Agency:

City of Montclair
4870 Arrow Highway
Montclair, CA 91763

Contractor:

Graffiti Tracker Inc.
12165 West Center Rd, Suite 80
Omaha, NE 68130

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

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

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

"Agency"

"Contractor"

CITY OF MONTCLAIR

GRAFFITI TRACKER INC.

Paul M. Eaton
Mayor

Timothy M. Kephart
Chief Executive Officer

ATTEST:

Yvonne L. Smith
Deputy City Clerk

EXHIBIT A

SCOPE OF SERVICES

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

Responsibilities

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

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

EXHIBIT B

SCHEDULE OF FEES

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

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

The total contract amount for the twelve-month time period commencing January 1, 2013 and ending December 31, 2013 will be an amount not to exceed \$6,000.00 based on the average number of incidents analyzed not to exceed 600 per month.

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

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

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 13-2978 AUTHORIZING PLACEMENT
OF LIENS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH CHARGES

DATE: February 4, 2013

SECTION: RESOLUTIONS

ITEM NO. 1

FILE I.D.: STB300-17

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Staff has identified 228 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

A copy of proposed Resolution No. 13-2978 authorizing placement of liens on the 228 properties for delinquent sewer and trash charges is attached for the City Council's review and consideration.

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

The 228 liens presented for approval are for accounts that are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is \$51,759.52 plus \$11,400.00 in lien fees, for a total of \$63,159.52.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 13-2978 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by:

Janet Kellech
Yvonne L. Tomask

Reviewed and
Approved by:

Robert J. Parku
John J. [unclear]

Proofed by:

Presented by:

RESOLUTION NO. 13-2978

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

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

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

WHEREAS, it has been determined that there are 228 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on January 10, 2013, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

WHEREAS, the owners of these properties were again notified on January 24, 2013; and that such liens would be considered for approval by the Montclair City Council on Monday, February 4, 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - February 2013*, attached hereto.

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

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2978 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

Exhibit A to Resolution No. 13-2978
Report of Delinquent Civil Debts - February 2013

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
11239	Ada Avenue	Residential	\$ 119.25	\$ 50.00	\$ 169.25
10197	Amherst Avenue	Senior	178.35	50.00	228.35
10207	Amherst Avenue	Residential	140.89	50.00	190.89
10360	Amherst Avenue	Multifamily	605.98	50.00	655.98
10421	Amherst Avenue	Multifamily	403.98	50.00	453.98
10431	Amherst Avenue	Multifamily	403.98	50.00	453.98
11151	Amherst Avenue	Residential	201.99	50.00	251.99
4296	Appaloosa Way	Residential	284.87	50.00	334.87
5465	Applegate Street	Residential	162.16	50.00	212.16
10524	Arabian Place	Residential	182.43	50.00	232.43
10569	Arabian Place	Residential	290.24	50.00	340.24
4395	Bandera Street	Residential	191.74	50.00	241.74
4432-34	Bandera Street	Multifamily	403.98	50.00	453.98
4624	Bandera Street	Multifamily	799.09	50.00	849.09
4983	Bandera Street	Residential	250.00	50.00	300.00
4990	Bandera Street	Residential	201.77	50.00	251.77
5079	Bandera Street	Residential	108.19	50.00	158.19
5101	Bandera Street	Residential	229.39	50.00	279.39
5231	Bandera Street	Residential	109.76	50.00	159.76
5239	Bandera Street	Residential	284.87	50.00	334.87
5609	Bandera Street	Residential	246.24	50.00	296.24
5636	Bandera Street	Residential	182.43	50.00	232.43
5219	Barrington Way	Residential	181.44	50.00	231.44
10145	Bel Air Avenue	Residential	201.99	50.00	251.99
10186	Bel Air Avenue	Residential	201.99	50.00	251.99
10263	Bel Air Avenue	Residential	196.85	50.00	246.85
10296	Bel Air Avenue	Residential	201.99	50.00	251.99
5216	Belvedere Way	Residential	103.24	50.00	153.24
5223	Belvedere Way	Residential	114.45	50.00	164.45
5225	Belvedere Way	Residential	203.31	50.00	253.31
10168	Benson Avenue	Residential	201.99	50.00	251.99
10376	Benson Avenue	Multifamily	175.28	50.00	225.28
10422	Benson Avenue	Residential	202.74	50.00	252.74
5224	Berkshire Way	Residential	210.09	50.00	260.09
11271	Big Sky Avenue	Residential	182.43	50.00	232.43
4523	Bodega Court	Residential	166.56	50.00	216.56
4533	Bodega Court	Residential	200.81	50.00	250.81
11339	Brunswick Lane	Residential	162.16	50.00	212.16
10978	Buckingham Way	Residential	201.99	50.00	251.99
11034	Buckingham Way	Residential	153.25	50.00	203.25
10942	Buckskin Avenue	Residential	287.55	50.00	337.55
10943	Buckskin Avenue	Residential	182.43	50.00	232.43
10468	Calico Court	Residential	201.99	50.00	251.99
10484	Calico Court	Residential	191.74	50.00	241.74

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
10183	Camarena Avenue	Residential	\$ 200.96	\$ 50.00	\$ 250.96
10437	Camarena Avenue	Residential	140.09	50.00	190.09
10234	Camulos Avenue	Residential	129.19	50.00	179.19
10252	Camulos Avenue	Residential	397.55	50.00	447.55
10259	Camulos Avenue	Residential	200.89	50.00	250.89
10171	Canary Court	Residential	201.99	50.00	251.99
4612	Canoga Street	Multifamily	807.95	50.00	857.95
4643	Canoga Street	Multifamily	766.98	50.00	816.98
4732	Canoga Street	Multifamily	100.56	50.00	150.56
4830	Canoga Street	Multifamily	1,521.12	50.00	1,571.12
4830	Canoga Street	Multifamily	1,521.12	50.00	1,571.12
4924	Canoga Street	Residential	201.99	50.00	251.99
4949	Canoga Street	Residential	234.66	50.00	284.66
5014	Canoga Street	Residential	210.14	50.00	260.14
5068	Canoga Street	Residential	227.63	50.00	277.63
5162	Canoga Street	Multifamily	780.45	50.00	830.45
4912	Carlton Street	Residential	129.19	50.00	179.19
11158	Carriage Avenue	Residential	201.99	50.00	251.99
11168	Carriage Avenue	Residential	209.93	50.00	259.93
11239	Carriage Avenue	Residential	179.30	50.00	229.30
11253	Carriage Avenue	Residential	227.63	50.00	277.63
11352	Chandler Lane	Residential	102.17	50.00	152.17
4337	Clair Street	Residential	179.93	50.00	229.93
5030	Clair Street	Residential	213.52	50.00	263.52
4269	Clydesdale Way	Residential	127.63	50.00	177.63
4311	Clydesdale Way	Residential	277.61	50.00	327.61
4337	Clydesdale Way	Residential	184.87	50.00	234.87
10231	Coalinga Avenue	Residential	201.99	50.00	251.99
11148	Coalinga Avenue	Residential	191.73	50.00	241.73
10213	Columbine Avenue	Residential	201.99	50.00	251.99
5216	Coventry Way	Residential	184.64	50.00	234.64
11352	Cumberland Lane	Residential	162.16	50.00	212.16
11370	Cumberland Lane	Residential	108.42	50.00	158.42
11476	Cumberland Lane	Residential	162.16	50.00	212.16
10212	Del Mar Avenue	Residential	201.99	50.00	251.99
10236	Del Mar Avenue	Residential	201.99	50.00	251.99
10248	Del Mar Avenue	Residential	206.61	50.00	256.61
4507	Donner Court	Residential	192.95	50.00	242.95
4522	Donner Court	Residential	187.17	50.00	237.17
11159	Essex Avenue	Residential	201.99	50.00	251.99
4071	Evert Street	Residential	100.70	50.00	150.70
4133	Evert Street	Residential	291.93	50.00	341.93
4524	Evert Street	Residential	204.05	50.00	254.05
4533	Evert Street	Senior	169.87	50.00	219.87
4674	Evert Street	Residential	201.99	50.00	251.99
11334	Fairfax Lane	Residential	162.16	50.00	212.16
11366	Fairfax Lane	Residential	162.16	50.00	212.16

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
11453	Fairfax Lane	Residential	\$ 116.98	\$ 50.00	\$ 166.98
4174	Fauna Street	Residential	227.63	50.00	277.63
4219	Fauna Street	Residential	201.77	50.00	251.77
4244	Fauna Street	Residential	201.99	50.00	251.99
4448	Fauna Street	Residential	232.55	50.00	282.55
4456	Fauna Street	Residential	201.99	50.00	251.99
4703	Fauna Street	Residential	195.20	50.00	245.20
4738	Fauna Street	Residential	201.99	50.00	251.99
4932	Fauna Street	Residential	182.43	50.00	232.43
8919-21	Felipe Avenue	Multifamily	403.98	50.00	453.98
8912	Felipe Avenue	Residential	201.99	50.00	251.99
4220	Flora Street	Residential	281.52	50.00	331.52
4650	Flora Street	Residential	182.43	50.00	232.43
5051	Flora Street	Residential	198.04	50.00	248.04
5185	Flora Street	Residential	201.99	50.00	251.99
10287	Fremont Avenue	Residential	131.61	50.00	181.61
10780	Fremont Avenue	Residential	118.23	50.00	168.23
10782	Fremont Avenue	Residential	118.23	50.00	168.23
10989	Fremont Avenue	Residential	213.48	50.00	263.48
10149	Galena Avenue	Residential	201.99	50.00	251.99
10150	Galena Avenue	Residential	147.75	50.00	197.75
10140	Geneva Avenue	Residential	201.99	50.00	251.99
10222	Greenwood Avenue	Residential	204.70	50.00	254.70
10282	Greenwood Avenue	Residential	201.99	50.00	251.99
11335	Halifax Lane	Residential	116.98	50.00	166.98
11343	Hartford Lane	Residential	162.16	50.00	212.16
11418	Hartford Lane	Residential	162.16	50.00	212.16
4103	Howard Street	Residential	201.99	50.00	251.99
4381	Howard Street	Residential	196.49	50.00	246.49
4597	Howard Street	Residential	106.59	50.00	156.59
4645	Howard Street	Residential	256.99	50.00	306.99
4780	Howard Street	Residential	201.99	50.00	251.99
4888	Howard Street	Residential	212.25	50.00	262.25
4910	Howard Street	Residential	227.63	50.00	277.63
5013	Howard Street	Residential	300.44	50.00	350.44
5027	Howard Street	Residential	162.16	50.00	212.16
5202	Howard Street	Residential	104.62	50.00	154.62
5210	Howard Street	Senior	173.26	50.00	223.26
5230	Howard Street	Residential	208.54	50.00	258.54
4552	Humboldt Court	Residential	284.87	50.00	334.87
10236	Kimberly Avenue	Residential	201.99	50.00	251.99
10386	Kimberly Avenue	Multifamily	807.95	50.00	857.95
4671	Kingsley Street	Multifamily	164.87	50.00	214.87
4752	Kingsley Street	Residential	201.99	50.00	251.99
4821-23	Kingsley Street	Multifamily	303.98	50.00	353.98
4831-33	Kingsley Street	Multifamily	403.98	50.00	453.98
4909	Kingsley Street	Residential	154.95	50.00	204.95

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
4921	Kingsley Street	Residential	\$ 191.74	\$ 50.00	\$ 241.74
5003	Kingsley Street	Residential	201.99	50.00	251.99
5019	Kingsley Street	Residential	201.99	50.00	251.99
5130	Kingsley Street	Residential	193.48	50.00	243.48
5198	Kingsley Street	Multifamily	175.28	50.00	225.28
5242	Kingsley Street	Residential	201.99	50.00	251.99
4385	Kingsley Street #2	Residential	182.43	50.00	232.43
11332	Kingston Lane	Residential	116.98	50.00	166.98
11367	Kingston Lane	Residential	162.16	50.00	212.16
10169	Lehigh Avenue	Residential	109.42	50.00	159.42
10310-12	Lehigh Avenue	Multifamily	403.98	50.00	453.98
4535	Mane Street	Residential	117.07	50.00	167.07
4555	Mane Street	Residential	201.99	50.00	251.99
4846	Mane Street	Residential	201.99	50.00	251.99
4855	Mane Street	Residential	209.29	50.00	259.29
4856	Mane Street	Residential	101.87	50.00	151.87
10167	Mills Avenue	Residential	284.87	50.00	334.87
10231	Mills Avenue	Residential	284.19	50.00	334.19
11362	Millstone Lane	Residential	162.16	50.00	212.16
11475	Millstone Lane	Residential	162.16	50.00	212.16
5239	Monte Verde Street	Residential	201.99	50.00	251.99
10235	Monte Vista Avenue	Residential	201.99	50.00	251.99
10290	Monte Vista Avenue	Senior	205.31	50.00	255.31
11073	Monte Vista Avenue	Residential	184.41	50.00	234.41
11236	Monte Vista Avenue	Residential	121.08	50.00	171.08
10557	Morgan Circle	Residential	201.99	50.00	251.99
10557	Mustang Circle	Residential	140.50	50.00	190.50
10166	Oak Glen Avenue	Residential	182.43	50.00	232.43
10217	Oak Glen Avenue	Residential	227.27	50.00	277.27
10226	Oak Glen Avenue	Residential	201.99	50.00	251.99
10594	Oak Glen Avenue	Residential	129.19	50.00	179.19
4595	Oakdale Street	Residential	201.99	50.00	251.99
4621	Oakdale Street	Residential	109.41	50.00	159.41
5035	Orchard Street	Residential	300.73	50.00	350.73
5097	Orchard Street	Residential	201.99	50.00	251.99
5171	Orchard Street	Residential	134.73	50.00	184.73
5358	Orchard Street	Residential	201.99	50.00	251.99
5392	Orchard Street	Residential	201.50	50.00	251.50
5415	Orchard Street	Residential	129.49	50.00	179.49
5422	Orchard Street	Residential	201.99	50.00	251.99
10124	Poulsen Avenue	Residential	295.11	50.00	345.11
10154	Poulsen Avenue	Residential	201.99	50.00	251.99
11254	Poulsen Avenue	Residential	201.99	50.00	251.99
10206	Pradera Avenue	Residential	201.99	50.00	251.99
10303	Pradera Avenue	Multifamily	350.56	50.00	400.56
10313	Pradera Avenue	Multifamily	350.56	50.00	400.56
10323	Pradera Avenue	Multifamily	350.56	50.00	400.56

Street No.	Street	Account Type	Delinquency	Lien Fee	Total Lien Amount
8963	Ramona Avenue	Residential	\$ 147.79	\$ 50.00	\$ 197.79
10180	Ramona Avenue	Residential	201.99	50.00	251.99
10244	Ramona Avenue	Residential	192.71	50.00	242.71
4681	Rawhide Street	Residential	213.25	50.00	263.25
11442	Rockford Lane	Residential	162.16	50.00	212.16
4765	Rodeo Street	Residential	107.40	50.00	157.40
10985	Roswell Avenue	Residential	134.26	50.00	184.26
4675	Saddleback Street	Residential	227.63	50.00	277.63
5011	Saddleback Street	Residential	304.43	50.00	354.43
5272	Saddleback Street	Residential	201.99	50.00	251.99
5177	San Antonio Way	Residential	201.99	50.00	251.99
11022	San Juan Way	Residential	130.22	50.00	180.22
11052	San Juan Way	Residential	201.99	50.00	251.99
11014	San Miguel Way	Residential	201.99	50.00	251.99
11020	San Pasqual Avenue	Residential	201.99	50.00	251.99
11073	San Pasqual Avenue	Residential	182.43	50.00	232.43
11143	San Pasqual Avenue	Residential	182.43	50.00	232.43
10133	Santa Anita Avenue	Residential	201.99	50.00	251.99
10151	Santa Anita Avenue	Residential	296.45	50.00	346.45
10183	Santa Anita Avenue	Residential	213.25	50.00	263.25
10221	Santa Anita Avenue	Residential	201.99	50.00	251.99
10298	Santa Anita Avenue	Residential	287.55	50.00	337.55
10191	Saratoga Avenue	Residential	201.99	50.00	251.99
10290	Saratoga Avenue	Residential	201.99	50.00	251.99
5533	Shirley Lane	Residential	201.99	50.00	251.99
11011	Stallion Avenue	Residential	213.25	50.00	263.25
10192	Tudor Avenue	Senior	187.71	50.00	237.71
10289	Tudor Avenue	Residential	201.99	50.00	251.99
10115	Vernon Avenue	Residential	213.25	50.00	263.25
10236	Vernon Avenue	Residential	201.99	50.00	251.99
5554	Vernon Court	Residential	201.99	50.00	251.99
4220	Via Amore	Residential	101.44	50.00	151.44
4191	Via Napoli	Residential	195.77	50.00	245.77
10422	Via Palma	Residential	284.87	50.00	334.87
4237	Via Riviera	Residential	284.87	50.00	334.87
11053	Wesley Avenue	Residential	201.99	50.00	251.99
11073	Wesley Avenue	Residential	198.62	50.00	248.62
11166	Whitewater Avenue	Residential	284.62	50.00	334.62
11178	Whitewater Avenue	Residential	201.99	50.00	251.99
11263	Whitewater Avenue	Residential	195.98	50.00	245.98
4515	Yosemite Drive	Residential	201.99	50.00	251.99
4538	Yosemite Drive	Residential	199.78	50.00	249.78
4548	Yosemite Drive	Residential	106.99	50.00	156.99
			\$51,759.52	\$11,400.00	\$63,159.52

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
JANUARY 22 2013, AT 7:59 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:59 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
January 7, 2013.**

Moved by City Manager Starr, seconded by Council Member Raft,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of January 7, 2013.

IV. PUBLIC COMMENT – None

V. CLOSED SESSION

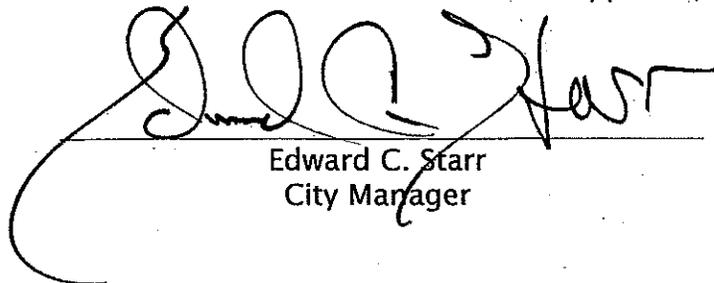
At 8:00 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:22 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:22 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager