

**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

July 7, 2014

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

- A. Introduction of New Employee/Promotee

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. Second Reading – Consider Adoption of Ordinance No. 13-935 Amending Chapters 11.22 and 11.78 and Repealing Chapter 11.90 of the Montclair Municipal Code Related to Development Standards and Requirements in the R-3 (Residential Medium-High Density) Zoning District [CC] 5

VIII. CONSENT CALENDAR

A. Approval of Minutes

- 1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of June 16, 2014 [CC/SA/MHC/MHA]

B. Administrative Reports

- 1. Consider Setting a Public Hearing to Consider Ordinance No. 14-943 Adding Chapter 11.67 to the Montclair Municipal Code Related to Shopping Cart Containment and Management [CC] 24

- 2. Consider Authorization of a \$14,393 Appropriation From the Contingency Account for Purchase of a Generator and Personal Protective Equipment [CC] 35

- 3. Consider Authorization to Receive \$6,880.37 From the FY2013 State Homeland Security Grant Program to Purchase Three (3) 17-Inch Laptop Computers [CC]
- Consider Authorization of a \$6,880.37 Appropriation From the Contingency Fund to Purchase Three (3) 17-Inch Laptop Computers From Advanced Technical Solutions [CC] 37

- 4. Consider Reestablishment of a Station Design and Art Review Committee for the Proposed Azusa to Montclair Segment of the Metro Gold Line Foothill Extension [CC] 47

- 5. Consider Declaring a 2007 Ford Crown Victoria Police Vehicle as Surplus and Available for Parts [CC] 51

- 6. Consider Approval of the Filing of a Notice of Completion for the 5444 Palo Verde Street Landscape Improvement Project [MHC] 52
- Consider Authorizing Release of Retention 30 Days After Recordation of Notice of Completion [MHC]

- 7. Consider Approval of Warrant Register and Payroll Documentation [CC] 54

C. Agreements

- 1. Consider Approval of Agreement No. 14-48 With Liebert Cassidy Whitmore for Participation in the East Inland Empire Employment Relations Consortium [CC] 55

2. Consider Approval of Agreement No. 14-49 With the Inland Empire United Way to Provide Case Management and Health Promotion Programs [CC] 58
3. Consider Approval of Agreement No. 14-50 With Catering Systems, Inc., to Provide Meals for the City's Senior Citizen Nutrition Program [CC] 64
4. Consider Approval of Agreement No. 14-51 With Nutrition Ink to Provide Nutrition Education Services for the City's Senior Citizen Nutrition Program [CC] 87
5. Consider Approval of Agreement No. 14-52 With the YWCA San Gabriel Valley and inland Communities to Serve as a Resource Agency for the Human Services Department [CC] 91
6. Consider Approval of Agreement No. 14-53 With San Bernardino County Department of Aging and Adult Services to Support the Senior Citizen Transportation Program [CC] 99
7. Consider Approval of Agreement No. 14-54 With Azusa Pacific University to Implement a Clinical Field Experience Program at the Montclair Medical Clinic [CC] 118
8. Consider Approval of Agreement No. 14-55 Amending Agreement No. 13-41 With Mariposa Landscapes, Inc., for Landscape Maintenance Services [CC] 128
9. Consider Approval of Agreement No. 14-56 With Integrity Elevator, Inc., for Elevator Service and Maintenance at the Police Department Facility [CC] 132

D. Resolutions

1. Consider Adoption of Resolution No. 14-3039 Authorizing the Mayor to Sign a Three-Year Amended and Restated Cooperation Agreement (Agreement No. 14-47) With the County of San Bernardino Regarding Participation in the Community Development Block Grant Program for Federal Fiscal Years 2015-16, 2016-17, and 2017-18 [CC] 142
2. Consider Adoption of Resolution No. 14-3040 Determining the Status of Local Safety Employee Julieen Michelle Potts [CC] 155
3. Consider Adoption of Resolution No. 14-3041 Determining the Status of Local Safety Employee Megan Coleen Stafford [CC] 159
4. Consider Adoption of Resolution No. 14-3042 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 163

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney

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

Patton-Cunningham v. Montclair

B. City Manager/Executive Director

C. Mayor/Chairman

1. Announcement of Appointments to the Planning Commission and
Community Action Committee

D. Council/SA/MHC/MHA Board

E. Committee Meeting Minutes *(for informational purposes only)*

1. Minutes of the Personnel Committee Meeting of June 16, 2014 171
2. Minutes of the Public Works Committee Meeting of June 19, 2014 172

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

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

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, July 21, 2014, 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, and 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 July 2, 2014.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 13-935 AMENDING CHAPTERS 11.22 AND 11.78 AND REPEALING CHAPTER 11.90 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO DEVELOPMENT STANDARDS AND REQUIRE- MENTS IN THE R-3 (RESIDENTIAL MEDIUM- HIGH DENSITY) ZONING DISTRICT	DATE: July 7, 2014 SECTION: PUBLIC HEARINGS ITEM NO.: A FILE I.D.: GPL250 DEPT.: COMMUNITY DEV.
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SECOND READING

REASON FOR CONSIDERATION: Amendments to the General Plan and Municipal Code require public hearing review and approval by the City Council.

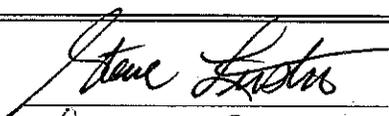
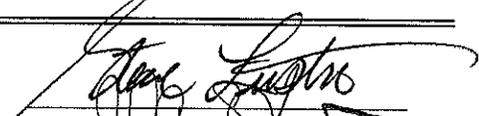
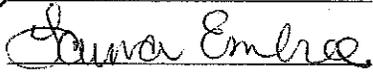
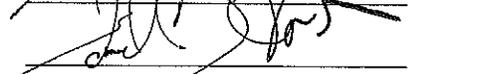
BACKGROUND: On February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update. The "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element. The Policy Actions being addressed by this agenda item include the following:

Policy Action 3.7 requires staff to "examine the existing (minimum) unit size requirements and amend the City's Zoning Code, as appropriate, to ensure unit size thresholds do not constrain the provision of affordable housing;"

Policy Action 3.9 states, "To ensure the City's parking requirements are not a constraint to residential development, especially new housing units affordable to lower and moderate income households, the City shall review the existing parking requirements, particularly the two-space 'garage' multi-family requirement, and revise the requirements, as appropriate;" and

Policy Action 4.2 requires that "the City shall investigate increasing the maximum permitted density on parcels where the lot configuration, size, and adjacent zoning are such that the parcel is suitable for development at a higher density than currently permitted. Based on its findings, the City shall amend the density and other development standards as appropriate."

The Land Use Element of the General Plan, adopted in 1999, identifies the following four residential land use types:

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

"Residential—Very Low Density Single-Family (0-2 units per acre)"
"Residential—Low Density Single-Family (3-7 units per acre)"
"Residential—Medium Density (8-14 units per acre)"
"Senior Housing"

At its meeting on June 16, 2014, Council approved the recommendation of staff and the Planning Commission to add a fifth housing category to the Land Use Element of the General Plan: "Residential—High Density (15-30 units per acre)."

Pursuant to Government Code Section 65860, the City's Zoning Code is required to be consistent with the adopted General Plan in order to implement its goals and policies. Accordingly, staff is also proposing to amend Chapters 11.22 and 11.78, and repeal Chapter 11.90 of the Montclair Municipal Code to achieve this required consistency.

Staff notes that this is the first of several General Plan and/or Municipal Code amendments related to implementation of the Policy Actions contained in the adopted Housing Element that are intended to be submitted to the Planning Commission and City Council for consideration including the following:

- Define and address siting for single-room occupancy units (SROs)
- Develop and adopt procedures to provide reasonable accommodations for persons with disabilities
- Revise Chapter 11.85 MMC ("Residential Density Bonus") to reflect changes in state law
- Define "Residential Care Facilities" and craft development standards and conditions for their establishment and operation
- Amend the Zoning Code to allow manufactured housing as a single-family residential use
- Provide adequate sites and develop standards and regulatory provisions for emergency shelters and transitional housing

In order for the City to be in full compliance with the adopted 2014-2021 Housing Element, the City must implement the Policy Actions outlined in the document.

Proposed Ordinance No. 13-935 amending Chapters 11.22 and 11.78 and repealing Chapter 11.90 of the Montclair Municipal Code is attached to this report for reference.

ANALYSIS: The salient changes to development standards in Chapter 11.22 of the Montclair Municipal Code with respect to the R-3 zoning district are summarized in the following table. A more detailed analysis of selected changes follows.

Development Standard	Current Requirement	Proposed Requirement
Minimum Lot Area	3 acres	1 acre
Lot Dimensions	100 feet x 100 feet ¹	175 feet x 200 feet
Maximum Density	14 dwelling units/acre	30 dwelling units/acre
Building Height	35 feet	50 feet (38 feet within 200' of R-1 zone, 28 feet within 75' of R-1 zone)
Outdoor Open Space	40%	35%
Minimum Floor Area	1-bedroom units - 950 SF 2-bedroom units - 1,200 SF 3-bedroom units - 1,400 SF 4-bedroom units - 1,450 SF	Studios/1-bedroom units - 800 SF 2-bedroom units - 950 SF 3-bedroom units - 1,200 SF 4-bedroom units - 1,400 SF
Project Amenities	None required in R-3; Two (2) required in PRDs ²	20 units or less - two (2) required ³ 21-40 units - two (2) required ³ plus at least one (1) additional ⁴ 41-100 units - one of each of the five amenities in ^{3&4} >100 units - one of each of the five amenities in ^{3&4} plus at least two (2) additional ⁵
Resident Parking	2 covered spaces in an enclosed garage	Studio - 1 covered space ⁶ 1 & 2 bedrooms - 2 covered spaces ⁶ ≥3 bedrooms - 3 covered spaces ⁶
Tandem Parking	Prohibited	Allowed when both spaces serve the same residential unit
Guest Parking	1 space per 3 units	1 space per 3 units or fraction thereof
Operational/Management Standards	None	≤30 units - manager required to live on-site >30 units - permanent rental office to be maintained on-site and staffed daily; professional property management company required for property maintenance

¹ 100 feet x 130 feet when fronting on a major or secondary street

² Swimming pool; sports court; putting green; playground equipment; outdoor cooking facilities; etc.

³ Swimming pool or spa; barbecue facilities; playground/tot lot

⁴ Sports court; community building with one full kitchen and a minimum of two meeting/activity rooms

⁵ Open turf area, minimum 100' x 100', for recreational activities; fitness parcourse minimum 1/4 mile in length; other amenity(ies) to the satisfaction of the Community Development Director

⁶ "Covered space" may be in an enclosed garage or carport

Policy Actions 3.7 and 3.9 are proposed to be addressed through comprehensive revamping of Chapter 11.22 ("R-3 - Residential Medium-High Density"). Sections 11.22.050(H) and 11.90.180 of the Municipal Code currently set forth the following minimum floor areas for multifamily dwelling units:

- One-bedroom units - 950 square feet
- Two-bedroom units - 1,200 square feet
- Three-bedroom units - 1,400 square feet
- Four-bedroom units - 1,450 square feet

To address Policy Action 3.7, staff is recommending the following modifications for minimum floor areas:

- Studio or one-bedroom units - 800 square feet
- Two-bedroom units - 950 square feet
- Three-bedroom units - 1,200 square feet
- Four-bedroom units - 1,400 square feet

Existing Sections 11.22.050(Q) and 11.90.220 MMC address parking requirements for multifamily and planned developments. New developments are currently required to provide two covered parking spaces per dwelling unit, irrespective of unit size, in an enclosed garage and one guest parking space for each three dwelling units. The proposed code amendment seeks to modify the resident parking requirement as follows:

- Studio units - 1 covered parking space
- 1-2 bedroom units - 2 covered parking spaces
- 3 or more bedroom units - 3 covered parking spaces

Currently, "covered parking" is required to be in an enclosed garage. However, enclosed garages in multifamily developments have been problematic from a Planning and Code Enforcement perspective. Many residents use enclosed garages exclusively for storage, leaving no room to park a vehicle; thus, neighboring streets become overly congested with parked cars. Further, there have been numerous occasions where staff has discovered the illegal conversion of enclosed garages into living space, which also creates serious health and safety concerns. In the proposed Ordinance, developers have the option of providing covered parking in an enclosed garage or open carport.

For further comparison, virtually all of the multifamily units constructed in the City in the 1960s, irrespective of unit size and bedroom count, were developed with one parking space per unit. Additionally, no on-site guest parking was incorporated into many of these older multifamily properties. Staff believes these minimal parking standards and a general lack of professional management and oversight throughout many of the City's multifamily neighborhoods have been the chief contributors to the long-running parking problems experienced in these neighborhoods. The proposed Ordinance would only reduce the resident parking requirement for studio units from two spaces to one. Two parking spaces would continue to be required for one- and two-bedroom units; three parking spaces would be required for units with three or more bedrooms.

An additional proposed change would be the allowance of tandem parking within enclosed garages, which is currently prohibited. However, tandem parking would only be allowed when both parking spaces serve the same dwelling unit.

No changes are proposed to the existing guest parking requirement, except that clarification has been added to require an additional guest parking space for any fraction of three units in a development. For example, if a project has eight units, three guest spaces would be required (two for the first six units plus one additional for the fractional portion of the next three units).

As previously stated, Policy Action 4.2 requires investigating allowing higher densities in the R-3 zone where suitable, based on lot size, configuration and adjacent zoning. To allow this flexibility, staff is proposing revised maximum densities on a sliding scale based on lot size. On lots of less than five acres in area, the maximum proposed density is 20 units per acre. On lots between five and ten acres, the maximum density would be

25 units per acre; and on lots of ten acres or greater, the maximum density would be 30 units per acre. Thirty (30) units per acre is the minimum threshold required by the State of California to qualify as a credit toward meeting the City's Regional Housing Needs Allocation goal as it relates to affordable housing. While the proposed maximum densities represent a substantial increase over the current base maximum density of 14 units per acre, the actual density of a project will be driven by the ability to meet all of the other development standards contained in the revised Chapter 11.22 MMC including setbacks, landscaping, parking, open space and required amenities. Staff believes the changes to Chapter 11.22 guarantee that any new projects built pursuant to the revised standards would be far superior to those currently existing in the City.

Finally, concerns have been expressed for a number of years about how a lack of professional management at the majority of the City's multifamily developments have resulted in poor property maintenance, an excessive amount of Code Enforcement issues, and/or crime problems. To address this issue, staff has included a subsection entitled "Operational Standards" in Chapter 11.22 requiring all new multifamily developments constructed after July 1, 2014, to comply with certain minimum property management standards.

On August 12, 2013, the Planning Commission approved Resolution No. 13-1785 recommending City Council approval of the amendments to the Land Use Element of the General Plan and to Chapters 11.22, 11.78, and 11.90 of the Montclair Municipal Code.

The proposed Ordinance was originally considered by the City Council at its meeting of August 19, 2013. Because some concerns were raised with respect to some components of the proposed Zoning Code revisions, Council tabled the item and requested that it be discussed at a future workshop. On November 18, 2013, staff presented the item to Council for discussion at a workshop preceding the regularly scheduled City Council meeting. At the workshop, Council asked staff to revisit the following proposed code revisions:

- Minimum lot area
- Lot dimensions
- Maximum density
- Minimum floor area of units

Staff prepared a revised Ordinance that was to be scheduled for Council consideration at its March 3, 2014 meeting, but the item was pulled at Council's request before it was scheduled to be set for hearing. The item was subsequently discussed at the Strategic Planning Session on April 24, 2014, at which time Council provided direction to staff regarding the outstanding issues related to this item including repealing Chapter 11.90 ("Residential Developments - Planned") and combining the components of that Chapter into Chapter 11.22.

FISCAL IMPACT: There would be no direct fiscal impact to the City's General Fund should the City Council adopt proposed Ordinance No. 13-935.

RECOMMENDATION: The Planning Commission and staff recommend the City Council adopt Ordinance No. 13-935 amending Chapters 11.22 and 11.78 and repealing Chapter 11.90 of the Montclair Municipal Code related to development standards and requirements in the R-3 (Residential Medium-High Density) zoning district

ORDINANCE NO. 13-935

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTERS 11.22 AND 11.78 AND REPEALING CHAPTER 11.90 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO DEVELOPMENT STANDARDS AND REQUIREMENTS IN THE R-3 (RESIDENTIAL MEDIUM-HIGH DENSITY) ZONING DISTRICT (CASE NO. 2013-5)

WHEREAS, the Housing Element is one of seven statutorily-required elements of the General Plan; and

WHEREAS, the California Government Code requires cities to review and update their Housing Element according to a schedule set forth by the State's Housing and Community Development Department (HCD); and

WHEREAS, the City, through its consultant, RBF Consulting, prepared the 2014-2021 Housing Element, as an update to its previously adopted Housing Element in compliance with State law; and

WHEREAS, in January 2014, HCD provided the City with a letter of substantial compliance indicating that upon adoption by the City Council, the Housing Element would fully comply with State law; and

WHEREAS, on February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update; and

WHEREAS, the "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element; and

WHEREAS, Policy Action 3.7 requires staff to "examine the existing (minimum) unit size requirements and amend the City's Zoning Code, as appropriate, to ensure unit size thresholds do not constrain the provision of affordable housing"; and

WHEREAS, Policy Action 3.9 states, "To ensure the City's parking requirements are not a constraint to residential development, especially new housing units affordable to lower and moderate income households, the City shall review the existing parking requirements, particularly the two-space 'garage' multifamily requirement, and revise the requirements, as appropriate"; and

WHEREAS, Policy Action 3.13 states in part. "To ensure the City's permitting requirements are not a constraint to residential development, especially new housing units affordable to low- and moderate-income households, the City shall amend the Zoning (Code) to remove the conditional use permit requirement for development in the R-3 zone that is three or more acres in size, two or more stories in height, or senior housing" and

WHEREAS, Policy Action 4.2 requires that "the City shall investigate increasing the maximum permitted density on parcels where the lot configuration, size, and adjacent zoning is such that the parcel is suitable for development at a higher density than currently permitted. Based on its findings, the City shall amend the density and other development standards as appropriate."

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

SECTION I. Amendment of Code.

Chapter 11.22 of the Montclair Municipal Code is hereby repealed in its entirety and replaced as follows:

**Chapter 11.22
ZONES: R-3 - RESIDENTIAL
MEDIUM-HIGH DENSITY**

Sections:

- 11.22.010 Findings and intent.**
- 11.22.020 Uses permitted.**
- 11.22.030 Uses permitted subject to a conditional use permit.**
- 11.22.040 Property development standards.**
- 11.22.050 Other general development standards.**
- 11.22.060 Miscellaneous development standards.**
- 11.22.070 Common areas.**
- 11.22.080 Covenants, Conditions and Restrictions (CC&Rs)**

11.22.010 Findings and intent.

A. The City Council finds that multifamily developments are different in so many respects from other types and forms of development as to require a specialized set of regulations.

B. The intent of this Chapter is to set forth standards, procedures and guidelines that will promote desirable living environments; allow for a diverse range of housing types to appeal to the widest range of residents possible; require high quality architecture, thoughtful site planning, and sufficient amenities; and ensure the preservation of privacy, convenience, health, safety and well-being of residents.

11.22.020 Uses permitted.

Except as specifically provided elsewhere in this Title, any and every building, premises and/or land in the R-3 Zone shall be used for, or occupied, and every building shall be erected, constructed, established, altered, enlarged, maintained and moved into or within such R-3 Zone, exclusively and only in accordance with the provisions set forth in this Chapter, and subject to the approval of a Precise Plan of Design submitted and reviewed in accordance with the provisions of Chapter 11.80 of this Title.

A. The following shall be permitted as primary uses:

1. Apartments, condominiums, townhomes, and planned residential developments, subject to the provisions set forth in this Chapter;

2. Mobile home parks; subject to the provisions set forth in Chapter 11.62 of this Title;
 3. Residential care facilities for six or fewer persons;
 4. Senior citizen housing.
- B. The following shall be permitted as accessory uses:
1. Those uses permitted in Sections 11.18.030(D), (F), and (H) of this Title;
 2. Signs, subject to the provisions of Chapter 11.72 of this Title;
 3. Parking lots;
 4. Home occupations, subject to the provisions of Chapter 11.58 of this Title.

11.22.030 Uses permitted subject to a conditional use permit.

The following uses may be permitted subject to the issuance of a conditional use permit in accordance with the provisions of Chapter 11.78 of this Title:

- A. Those uses permitted in Section 11.18.030(A), (E), and (K) and Section 11.20.020(B) of this Title;
- B. Convalescent centers, skilled nursing facilities and assisted living facilities.

11.22.040 Property development standards.

The following property development standards shall apply to all land and buildings in the R-3 Zone; provided, however, where a lot has a width, depth, or area less than that required by the provisions of this Title and was held under separate ownership or was of official City record prior to June 30, 1984, such lot may be occupied by any use permitted in the R-3 Zone.

A. Lot Area. The net lot area shall be a minimum of one acre (43,560 square feet).

B. Lot Dimensions.

1. Width. The width of the lot shall be a minimum of 175 feet at the front lot line. However, if lots are located at the end of a cul-de-sac or another location that results in a wedge-shaped lot, the minimum width at the front building line shall be not less than 125 feet, provided the average width of the lot is not less than 175 feet.

2. Depth. The depth of the lot shall be a minimum of 200 feet.

C. Maximum Dwelling Unit Density. The maximum dwelling unit densities stated in this subsection are not automatically by-right; projects shall also be required to meet all applicable development standards contained in this Title.

1. The maximum dwelling unit density for courtyard, garden, rowhouse or stacked dwelling multifamily developments on parcels with a net area of less than five (5) acres shall be 20 units per acre.

2. The maximum dwelling unit density for courtyard, garden, rowhouse, or stacked dwelling multifamily developments on parcels with a net area between 5.00 and 9.99 acres shall be 25 units per acre.

3. The maximum dwelling unit density for courtyard, garden, rowhouse or stacked dwelling multifamily developments on parcels with a net area of ten (10) acres or greater shall be 30 units per acre.

D. Building Height. The maximum building height shall be 50 feet with a maximum of four floors, except that any portion of a building within

200 feet of the boundary of any R-1 Zone shall be limited to 38 feet and a maximum of three floors, and any portion of a building within 75 feet of the boundary of any R-1 Zone shall be limited to 28 feet and a maximum of two floors. "Building height" as defined herein means the vertical distance from the average contact ground level of the building to the highest point of the parapet wall of a flat roof or the mean height level between the eaves and ridges for a gable or hip roof.

E. Building design.

1. Structures having dwelling units attached side-by-side shall have an offset or articulation in the front building line of at least four feet (4') for every two dwelling units within such structure. Similar architectural enhancement alternatives may be approved subject to a Precise Plan of Design approved by the Planning Commission.

2. Structures having dwelling units attached side-by-side or stacked above one another shall provide at least one-third of the total number of units within such development as a flat or one-story unit.

F. Lot Coverage. Buildings and structures shall not cover more of a lot than would be permitted when satisfying all yard, open space, parking and access requirements.

G. Minimum Floor Area of Dwelling Units. Multifamily dwelling units shall contain the following minimum floor areas:

1. For studio or one-bedroom units, 800 square feet.
2. For two-bedroom units, 950 square feet.
3. For three-bedroom units, 1,200 square feet.
4. For four-bedroom units, 1,400 square feet.

Said floor areas shall be exclusive of patios, balconies, carports and garages.

H. Minimum Room Sizes. The minimum size of rooms shall comply with the currently adopted California Building Code, except that all bedrooms shall have a minimum area of 110 square feet and a minimum dimension of nine (9) feet.

I. Yards and Setbacks. Developments in the R-3 Zone shall have and maintain the following minimum yards and setbacks (see Sections 11.38.050 and 11.38.060 of this Title for additional requirements). Building setbacks shall be measured from the front property line.

1. Front Yards.

a. For buildings with three stories or less, a 25-foot minimum front-yard setback shall be required.

b. For buildings with four stories, a 35-foot minimum front-yard setback shall be required.

c. Notwithstanding the required front-yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into the required front-yard setback.

d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building, its relationship to the adjacent street(s) and/or to ensure compatibility with contiguous land uses.

e. No portion of the required front-yard setback area shall be used for parking. Driveways of the minimum width necessary for vehicular access shall be permitted to traverse the front-yard setback area.

2. Street Side Yards.
 - a. For buildings with three stories or less, a 25-foot minimum street side-yard setback shall be required.
 - b. For buildings with four stories, a 35-foot minimum street side-yard setback shall be required.
 - c. Notwithstanding the required street side-yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into the required street side-yard setback.
 - d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building, its relationship to the adjacent street(s) and/or to ensure compatibility with contiguous land uses.
 - e. No portion of the required street side-yard setback area shall be used for parking. Driveways of the minimum width necessary for vehicular access shall be permitted to traverse the street side-yard setback area.
3. Interior Side Yards.
 - a. For buildings with three stories or less, a 10-foot minimum interior side-yard setback shall be required.
 - b. For buildings with four stories, a 15-foot minimum interior side-yard setback shall be required.
 - c. Open patios on the first floor shall be permitted to encroach a maximum of 5 feet into any required interior side-yard setback. Open patios above the first floor shall not be permitted to encroach into any required interior side-yard setbacks.
 - d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building and/or to ensure compatibility with contiguous land uses.
 - e. Interior side-yard setback areas may be used for parking subject to approval of a Precise Plan of Design and provided that required fire lane access is maintained at all times.
4. Rear Yards.
 - a. For buildings with three stories or less, a 10-foot minimum rear-yard setback shall be required.
 - b. For buildings with four stories, a 15-foot minimum rear-yard setback shall be required.
 - c. Notwithstanding the required rear-yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into any required rear-yard setback.
 - d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building and/or to ensure compatibility with contiguous land uses.
 - e. Rear-yard setback areas may be used for parking subject to approval of a Precise Plan of Design and provided that required fire lane access is maintained at all times.
- J. Open Space. Each development shall provide outdoor open space for recreation and leisure activities within the development site in the following manner:
 1. Common open/recreational space shall comprise not less than 35 percent of the net acreage. Public or private driveways, parking spaces or other areas designed for operational functions are not considered open space. Common open/recreational space improvements shall be provided as follows:

a. Developments of 20 units or less shall provide at least two of the following amenities:

i. Permanent barbecue facilities with at least two grills and two table/bench arrangements;

ii. Playground and/or tot lot with permanently-installed play equipment;

iii. Swimming pool or spa.

b. Developments of 21 to 40 units shall provide at least two of the amenities listed in subsection (a) of this Section plus at least one of the following amenities:

i. Sports court (tennis, volleyball, basketball, etc.);

ii. Community building with at least one full kitchen and a minimum of two rooms for meetings, games, activities, etc.

c. Developments of 41 to 100 units shall provide at least one of each of the five amenities in subsections (a) and (b) of this Section.

d. Developments of greater than 100 units shall provide at least one of each of the five amenities in subsections (a) and (b) of this Section plus at least two of the following:

i. A passive, open turf area (natural or synthetic), measuring at least 100 feet by 100 feet, for unstructured recreational activities;

ii. A fitness parcourse of at least one-quarter mile in length and a minimum of six (6) activity stations;

iii. Other amenity(ies) to the satisfaction of the Director of Community Development.

e. For projects of greater than 100 units, the Director of Community Development may require the developer to increase the size, number and/or capacity of one or more required amenities to adequately serve the number of residents in the development.

2. Private porches, patios and balconies attached to individual dwelling units may be included in the required outdoor open space calculation provided the minimum dimension is at least 10 feet and the minimum area is 150 square feet.

3. Swimming pools, spas, ponds, lakes, streams and other water features provided for the common use or enjoyment of all residents may be constructed as part of the required outdoor open space; however, such facilities shall not comprise more than 50 percent of the required outdoor open space.

4. The outdoor open spaces created pursuant to the provisions of this Title shall remain open and available for such use for the life of the development.

K. Private Open Space. Each dwelling unit shall have a minimum private open space of 100 square feet with a minimum dimension of 7 feet. Such private open space shall be in the form of porches, patios and/or balconies.

L. Landscaping. The design, installation and maintenance of all landscape and hardscape areas shall be subject to approval of a Precise Plan of Design and shall fully comply with Chapter 11.60 of this Title.

M. Walls and Fences. The general development standards for walls and fences as provided in Sections 11.38.050(M), (N), and (O) of this Title shall apply; provided, however, that the Planning Commission may require additional walls and fences if necessary to protect adjacent properties.

N. Vehicular Circulation.

1. Streets. Primary and secondary streets shall be designed to meet the following standards:

a. Traffic lanes no less than 10 feet in width and no more than 12 feet in width.

b. Where on-street parallel parking is provided, the parking lane shall be 8 feet in width. Where 90-degree or angled parking is provided as part of the street design, parking stall dimensions shall be 9 feet in width by 20 feet in length. A maximum 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater.

2. Driveways Serving Only Garages. If a private driveway serves only garages, and the driveway is posted as a fire lane and/or to prohibit all other parking, the driveway may be constructed with a minimum width of 20 feet; provided, however, that if the driveway is double-loaded with garages on both sides, a minimum distance of 26 feet shall be provided as measured from building wall to building wall.

3. Access and On-Site Circulation.

a. Vehicular access to all developments shall be from a public street.

b. The design of all on-site vehicular circulation, including roadway widths, turning radii and turnarounds shall be subject to approval by the Fire Department.

c. There shall be a minimum vertical clearance of 14 feet along all driveways and vehicular paths that provide access for emergency response vehicles.

O. Pedestrian Circulation. A pedestrian circulation system shall be incorporated into the residential development for the purpose of providing direct access to all dwelling units, trash enclosures, parking areas, recreation areas and outdoor open space. The circulation system shall include the following:

1. A public sidewalk shall be constructed adjacent to all public streets bordering the project site with a minimum width of 5 feet in accordance with City standards.

2. An on-site walkway system of pedestrian walks and paths that fully complies with all disabled-accessibility standards with respect to surface material, width, grades, ramps, curbs, railings and signage.

P. Parking Requirements.

1. Resident Parking. Each dwelling unit shall be provided with resident parking as indicated below. A minimum of one required parking space for each unit shall be within a carport or enclosed garage. Every effort shall be made to locate the required parking space(s) for each unit within 200 feet of the unit to which they are assigned.

a. Studio - 1 parking space.

b. 1 to 2 bedrooms - 2 parking spaces.

c. 3 or more bedrooms - 3 parking spaces.

2. Guest Parking. On-site parking for guests shall be provided at a ratio of one parking space for every three units or fraction thereof, regardless of unit size. Guest parking shall be reasonably distributed throughout the development site.

3. Parking Space Dimensions.

a. Enclosed Garages. The minimum, clear inside dimensions of each parking space within an enclosed garage shall be 10 feet in width and 20 feet in

length. Said clear inside dimensions shall not be encroached upon by water heaters, HVAC equipment, areas designated for a clothes washer and dryer, or stairs leading to habitable living space.

b. Carports. The minimum, clear dimensions of each parking space within a carport shall be 9 feet in width by 20 feet in length; provided, however, that a 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater. Where a structural support post occurs for a carport, an additional 2 feet in width shall be added to each parking space on either side of the structural member.

c. Uncovered Parking. The minimum dimensions of each uncovered parking space shall be 9 feet by 20 feet in length; provided, however, that a 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater.

4. Automatic garage door openers shall be required for each enclosed garage.

5. Parking Lot Striping. Striping for uncovered parking spaces or those within carports shall be double-stripe or "hairpin" style, with the 9-foot dimension being measured to the center of the "hairpin."

6. Tandem Parking. Tandem parking shall only be permitted within enclosed garages and only when both spaces serve the same unit.

7. On-street parking on public streets shall not be used to satisfy any of the parking requirements contained herein.

Q. Signs. The general development standards for signs as set forth in Chapter 11.72 of this Title shall apply, in addition to the following:

1. Permitted Signs.

a. Wall Signs. One illuminated or nonilluminated wall sign with the name of the development shall be permitted on each street frontage. Individual or script copy in durable materials is strongly encouraged. Externally illuminated signs shall be via wall-mounted fixtures that are complementary to the architecture of the development and do not create any nuisance light spill or glare to any of the residential units or the public right-of-way. Internally illuminated signs shall be limited to halo illumination only.

b. Address Signs. One illuminated or nonilluminated wall sign with the numerical address or numerical address and street name of the development shall be permitted on each building on each street frontage. Where a building also fronts on an internal private driveway or parking lot, additional numerical address(es) may be permitted to be displayed for safety and security purposes. Individual or script copy in durable materials is strongly encouraged. Externally illuminated signs shall be via wall-mounted fixtures that are complementary to the architecture of the development and do not create any nuisance light spill or glare to any of the residential units or the public right-of-way. Internally illuminated signs shall be limited to halo illumination only. Address and address/street name signs shall be a minimum of 8 inches in height and a maximum of 10 inches in height. Where more than one address sign is attached to multiple frontages of a single building as described above, the design, size and color of each sign shall be identical.

c. Freestanding Monument Signs. One illuminated or nonilluminated freestanding monument sign shall be allowed for developments with a minimum of 150 feet of continuous frontage on the same street.

i. Height. Monument signs shall be limited to a maximum height of 5 feet as measured from the grade of the adjacent public sidewalk.

ii. Sign Area. The sign face of monument signs shall be limited to a maximum of 40 square feet in size, not including the optional, detachable sign rider described in Subsection (c)(2) below.

1. Design and Illumination. Monument signs shall be of a high-quality architectural design and be constructed of durable materials. If illumination is desired, it shall be via at-grade, flush-mounted fixtures to minimize nuisance glare to the adjacent public right-of-way. As an alternative, above-grade fixtures may be used if it can be demonstrated that the light source will not be directly visible to the public right-of-way or neighboring properties.

2. Sign Copy. The purpose of monument signs is to identify the development by its name and address. No additional sign copy, such as phone numbers, website addresses or other forms of advertising, shall be permitted. A detachable rider to the sign containing sign copy, such as "Now Leasing," "Now Renting," "Vacancy," "No Vacancy," or the like, shall be permitted so long as its design is complementary to the main sign. Such sign riders shall be no greater than 8 square feet in size.

3. Location. Monument signs shall be located within a fully landscaped area and set back a minimum of 5 feet from the back edge of the adjacent public sidewalk. In order to eliminate sight-distance obstructions, monument signs shall be located no less than 30 feet away from any vehicular driveway on the same side of the street, whether the driveway serves the subject development or an adjacent property.

d. Unit Signs. One illuminated or nonilluminated sign identifying the unit number, letter or designation, not to exceed 1 square foot in size, shall be required and maintained for each dwelling unit.

e. Directional Signs. One or more pedestrian and/or vehicular-oriented directional signs no larger than 6 square feet in size and 4 feet in height may be permitted within residential developments of 2 acres or greater, subject to administrative review and approval by the Director of Community Development.

2. Prohibited Signs. All signs not expressly permitted herein shall be prohibited, including those signs identified in Section 11.72.120 of this Title.

R. Operational Standards. In order to provide adequate management, maintenance and oversight for multifamily developments, the following operational standards shall be required for projects constructed after July 1, 2014:

1. For developments of 30 units or less, an on-site manager having the authority to perform or contract for emergency and nonemergency maintenance and repairs shall reside full-time in one of the dwelling units on the subject property.

2. For developments of greater than 30 units, the following requirements shall apply:

a. A permanent rental/leasing/property management office shall be established and maintained on-site and staffed daily during regular business hours.

b. The property owner shall be required to contract with a professional property management company that is on-call 24 hours a day and shall be responsible for all landscape, common area and building maintenance.

11.22.050 Other general development standards.

A. Trash Collection Areas. Each trash collection area shall be located within 200 feet of the farthest unit it is intended to serve. Such collection areas shall be designed and situated so as to minimize noise and visual intrusion on the subject property, adjacent properties, as well as to not create a fire hazard to nearby structures. Said trash collection areas shall be provided with a minimum illumination level of 500 lumens and designed to City standards to comply with stormwater runoff regulations.

B. Mail Collection Areas. Mail delivery service shall be provided within centrally located areas with easy accessibility from an internal driveway or parking area. Mail collection areas shall be located within a fully enclosed building, covered breezeway, or other similar area that is adequately protected from inclement weather, and shall be provided with a minimum illumination level of 500 lumens.

C. Utility Service and Television Service. All utility services to multifamily residential developments, including, but not limited to electrical, telephone, cable and satellite television, and broadband service shall be installed underground and within building walls. Should exterior antennas and/or satellite dishes be allowed, the project shall be designed to provide areas on each building for such equipment that are not visible to public rights-of-way or neighboring properties.

D. Laundry areas. Laundry areas with plumbing connections meeting minimum building code standards shall be provided for within each residential unit or within a direct-access, enclosed garage. If located within a garage, the necessary space for a washer and dryer shall not encroach into the required clear garage parking space dimensions specified in this Chapter.

E. Lighting. Multifamily residential developments shall comply with the following standards and requirements regarding illumination:

1. Site Lighting. A professionally-prepared photometric analysis demonstrating that all parking areas, driveways, private streets, walkways, and other outdoor public spaces shall be illuminated to an adequate level for security and safety during all hours of darkness shall be required to be submitted for review and approval by the Community Development Department.

2. Garages. Fully enclosed garages shall be wired to include a fixture or fixtures that has/have the capacity to support light sources providing a minimum of illumination level of 1,500 lumens. Said illumination shall be in addition to any lighting that may be provided by the required automatic garage door opener.

F. Vehicular Storage. Outdoor areas for the storage of vehicles, trailers, watercraft, recreational vehicles and the like shall be prohibited unless specially designated areas for the exclusive storage of such vehicles are approved by the City as part of the final development plan and provided for in the homeowners association's Covenants, Conditions and Restrictions (CC&Rs). If such areas are provided, they shall be enclosed and screened from view from neighboring properties and public rights-of-way by a decorative masonry wall, minimum 7 feet 6 inches in height, compatible and integrated with the architectural design of the development. Such storage areas shall be landscaped and illuminated to minimum levels during all hours of darkness. A vehicle wash area and/or RV wastewater disposal station may be provided within an approved vehicular storage area, subject to review and approval by the Director of Community Development and Director of Public Works.

11.22.060 Miscellaneous development standards.

The following development standards shall be applicable to multifamily developments in addition to those required elsewhere in this Chapter:

A. Grading: Notification of Completion and Written Certification Required. The permittee or his/her agent shall notify the Building Official when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, stormwater retention facilities and all erosion control measures have been completed in accordance with the final approved grading plan and the required reports have been submitted, including written certification that the work completed is in accordance with the final approved grading plan.

B. Landscaping: Notification of Completion and Written Certification Required. The permittee or his/her agent shall notify the Director of Community Development when the final landscaping installation is ready for inspection. Final approval shall not be given until all work, including installation of plant material and an automatic irrigation system, has been completed in accordance with the approved landscape plan, and the permittee has submitted written certification by a licensed professional that the work has been completed in accordance with the final approved landscape plan and all requirements of Chapter 11.60 of this Title.

C. Energy Conservation. The project shall be designed to meet or exceed all state and local energy conservation standards in effect at the time of construction.

D. Fire Detection System. Smoke and carbon monoxide detectors shall be installed in all habitable spaces as required by state and local ordinances at the time of construction.

E. Fire Suppression System. An automatic fire sprinkler system shall be installed in all dwelling units, and in all covered or enclosed nonhabitable spaces, such as garages, carports and trash enclosures as required by local ordinance at the time of construction.

F. Sound Attenuation. Multifamily residential developments shall be designed to comply with state noise attenuation standards and local building requirements in effect at the time of construction.

G. Solar Energy Systems. The goals and objectives of the General Plan encourage and promote an enhanced residential park-like environment through the implementation of aesthetically pleasing development and design standards of this Title. However, it is recognized that there is a need to encourage and promote awareness in the community of alternative means of conserving energy resources. It is further recognized that the use of solar energy can be a cost-effective means of water heating and space heating and cooling, but that the use of such systems may be inconsistent with the goals and objectives of the community and the aesthetic character of the City's residential neighborhoods.

The Planning Commission, in granting approval of a solar energy system, may impose conditions that are necessary and desirable to carry out the purposes of this Chapter and that are consistent with the policies, principles, regulation, criteria and standards applied to other properties, uses and developments in similar circumstances. Further, in considering a solar energy system, the Planning Commission shall impose conditions in order to provide a balance between the goals and objectives of the community and the General

Plan, and the recognize desire to allow solar energy systems as an alternative energy source.

11.22.070 Common areas.

A. A development shall be approved subject to submission of a legal instrument setting forth a plan or manner of permanent care and maintenance of all building exteriors, open spaces, recreational areas, and other communal facilities. No such instrument shall be acceptable until approved by the Director of Community Development as to suitability for the proposed use and the City Attorney as to legal form and effect.

B. If the development's common areas are to be conveyed to a homeowners association, the developer shall file a declaration of Covenants, Conditions and Restrictions (CC&Rs) to be submitted with the application for approval that will govern the association. The provisions shall include, but not be limited to, the following:

1. The homeowners association shall be established no later than prior to the sale of the final dwelling unit.

2. Membership shall be mandatory for each buyer and all successive buyers.

3. The open space restrictions shall be permanent.

4. Provisions to restrict parking upon other than approved and developed parking spaces shall be written into the CC&Rs.

5. If the development is constructed in increments or phases that require one or more final maps, reciprocal CC&Rs and reciprocal management and maintenance agreements shall be established causing a merging of the phases as they are completed to embody a single homeowners association with common areas for the total development.

11.22.080 Covenants, conditions and restrictions (CC&Rs).

In order to ensure proper maintenance of all streets, parking areas, landscaping and other improvements within the common areas of a multifamily residential development, the following provisions shall be contained in the Covenants, Conditions and Restrictions (CC&Rs). No such CC&Rs shall be acceptable until approved by the Director of Community Development as to the adequacy and suitability for the proposed use and maintenance of all common areas, and by the City Attorney as to legal form and effect. These provisions shall include, but not be limited to, the following:

A. The final CC&Rs, upon approval by the City, shall be recorded with the final map.

B. The City shall be made a party to the CC&Rs and further provide that the City shall approve any changes or amendments to the CC&Rs.

C. The City shall be granted the power to enforce all provisions of the CC&Rs, including, but not limited to, the maintenance of all streets, parking areas, landscaping and other improvements within the common areas of the development.

D. The City shall be granted the express power to enforce all laws and ordinances of the State of California and/or the City of Montclair on the private streets, alleys and parking areas within the project. Nothing within the CC&Rs shall be construed as imposing an obligation or requiring the City to enforce any provision of the CC&Rs.

E. The City shall be entitled to prior written notice of any proposed amendment to the CC&Rs. Such notice shall be given by mailing a copy of the precise language of the proposed amendment to the City, in care of the City Clerk, together with a letter of transmittal explaining the proposed change in general terms. The City shall have an opportunity to review and comment upon the proposed amendment for a period of not less than 45 days prior to the effective date of any such proposed amendment.

F. Right of Entry. The City, through its duly authorized agents or employees, shall have the right to enter upon the common areas for the following purposes:

1. Inspection, maintenance and repair of the landscaping and private street components of the common areas where such maintenance and repair is required;

2. Enforcement of local traffic and/or parking regulations. All privately-owned and maintained streets, alleys, driveways and parking areas shall be open for the use of the public for purposes of vehicle traffic and are so connected with highways and streets that provisions of the Vehicle Code of the State of California may be applied to them in their entirety. Whenever by this provision, or any other law of the City, parking is restricted or prohibited and signs are erected giving notice thereof, duly authorized representatives of the City of Montclair may cause the vehicles in violation thereof to be towed away and stored at the expense of the owner, operator or person to whom the vehicle is entitled to be released, and the vehicle shall not be released except upon payment of the towing and storage costs. In tow-away zones, the Public Works Department shall cause to be posted appropriate signs giving notice thereof.

G. Reimbursement of City Expenditures by the Association. All costs and expenses incurred by the City arising out of its maintenance and repair of the common areas, as provided in subsection (F)(1) and (2) of this Section, shall be charged as an expense of the homeowners association and shall be paid within 30 days of receipt of an invoice for same.

H. Assessments and Lien Rights of the City. If City maintenance costs are not paid within 30 days from the date due, said unpaid costs and expenses shall become a special assessment against the property, and upon hearing and confirmation by the City Council, shall be collected in the same manner as real property taxes and shall be subject to the same penalties, procedures and sale in case of delinquency as is provided for real property taxes.

Section II. Amendment of Code.

Section 11.78.030 ("Permitted uses"), Subsection (A), of the Montclair Municipal Code is hereby amended to read as follows:

11.78.030 Permitted uses.

In addition to those uses specifically identified in Chapters 11.22 through 11.30 of this Title as requiring a conditional use permit, the Planning Commission may grant a conditional use permit for any use listed in this Section as a permitted use subject to a conditional use permit:

A. Residential Uses.

1. Assisted living facilities (AP, C-2, C-3);

2. Convalescent care (AP, C-2, C-3);

3. Conversions of apartments to condominiums (R-3);
4. Student housing, dormitories, group quarters (AP, C-2, C-3).

SECTION III. Amendment of Code.

Chapter 11.90 ("Residential Developments - Planned") is hereby repealed in its entirety.

SECTION IV. Severability.

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

SECTION V. Effective Date.

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

SECTION VI. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2014.

ATTEST:

Mayor

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 13-935 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2014, and finally passed not less than five (5) days thereafter on the XX day of XX, 2014, by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE NO. 14-943 ADDING CHAPTER 11.67 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO SHOPPING CART CONTAINMENT AND MANAGEMENT

DATE: July 7, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 1
FILE I.D.: CDV078
DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: Amendments to the Municipal Code require public hearing review and approval by the City Council.

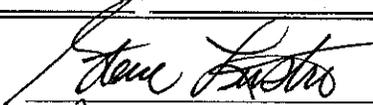
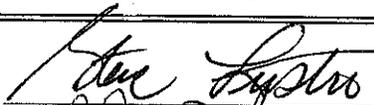
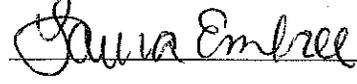
BACKGROUND: The unlawful removal of shopping carts from the premises of retailers and their subsequent abandonment on public and private property in Montclair creates a blight on the community; an attractive nuisance; and the potential to be injurious to the health, safety and general welfare of residents. In order to reduce the proliferation of abandoned shopping carts in the City, staff has implemented where possible, since 2002, a condition of approval on all new retailers that provide shopping carts for their customers to install active or passive cart containment devices or systems that prohibit the removal of shopping carts from the premises to which they belong. Installation and implementation of these systems has proven successful in that shopping carts from establishments with such systems are rarely, if ever, observed off site.

Shopping cart containment can be implemented in a number of ways. Retailers utilizing a limited number of shopping carts and/or which do not sell large bulky items may choose to simply attach a pole to each cart prohibiting them from being removed through the store's doorway out into the parking lot. Another similar method would be to install a series of bollards or other physical deterrents in close proximity to one another just outside the store, again, to prohibit carts from being taken into the parking lot.

Examples of retailers utilizing poles attached to carts to prohibit their removal from the store include:

Fallas, 5391 Moreno Street
Ross Dress for Less, 5459 Moreno Street
99¢ Wow Bargain, 9840 Central Avenue

Another common method that has been implemented in Montclair is that of an electronic parking lot perimeter system. Such systems vary slightly among vendors but generally consist of a central transmitter located inside the store; an antenna cable embedded in a narrow, saw-cut and sealed trench around a predefined perimeter in the parking lot; installation of at least one "locking" wheel on each shopping cart; stenciling of striping in

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

the parking lot indicating the limits to which shopping carts can be transported; installation of signs in the parking lot and on cart corrals; and affixing of signs on each cart informing customers of the cart containment system.

Montclair retailers currently utilizing the above-described electronic cart containment system include the following:

- Target, 9052 Central Avenue
- Dollar General, 9860 Central Avenue
- Family Dollar, 10144 Central Avenue
- CVS Pharmacy, 4535 Holt Boulevard

Because of the success enjoyed through implementation of cart containment devices and systems for new retailers, staff now finds it practical and prudent for the City to take the next step to extend the requirement to all existing retailers in the City that provide shopping carts for the convenience of its customers. While some smaller retailers utilizing a limited number of carts may find it practical to install inexpensive devices, such as poles attached to carts, larger retailers will need to undertake a more significant capital expense to comply with the cart containment requirement. Accordingly, staff is recommending a compliance date of January 1, 2016, in order to allow all existing retailers to budget appropriately for the installation of an appropriate cart containment system.

Prior to its consideration by the City Council, staff will provide written notice to the store director or manager of each retailer in the City that would or may potentially be affected by proposed Ordinance No. 14-943.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to proposed Ordinance No. 14-943 should not exceed \$400.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, July 21, 2014, at 7:00 p.m. in the Council Chambers to consider Ordinance No. 14-943, adding Chapter 11.67 to the Montclair Municipal Code related to shopping cart containment and management.

ORDINANCE NO. 14-943

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR ADDING
CHAPTER 11.67 TO THE MONTCLAIR
MUNICIPAL CODE RELATED TO SHOPPING
CART CONTAINMENT AND MANAGEMENT

WHEREAS, shopping carts are provided by grocery stores and many retail establishments for the convenience of customers while shopping on the premises of such businesses; and

WHEREAS, Section 22435, *et. seq.*, of the California Business and Professions Code prohibits the removal of shopping carts from the premises of retailers that have signs permanently affixed to each cart identifying the owner of the cart, the retailer, or both; notifies the public of the procedure to be utilized for authorized removal of the cart from the premises; notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment, or the unauthorized possession of the cart, is a violation of state law; and lists a valid telephone number or address for returning the cart removed from the premises or parking area to the owner or retailer; and

WHEREAS, the unlawful removal of shopping carts from the premises of retailers and their abandonment in the community has the potential to create blight; create an attractive nuisance; and to be injurious to the health, safety, and general welfare; and

WHEREAS, the cost for retailers to replace lost or stolen shopping carts is from \$200 to \$400 each; and

WHEREAS, since 2002, staff has implemented, where possible, a condition of approval for new retailers requiring the installation of active or passive cart containment systems that prohibit the removal of shopping carts from the premises of retailers; and

WHEREAS, evidence has shown in Montclair and other communities that retailers that have implemented or installed cart containment systems suffer minimal, if any, removal of shopping carts from their premises; and

WHEREAS, the City Council now finds it prudent to formalize the requirement for cart containment system in the Municipal Code and further, to make such requirements applicable retroactively to retailers in the community that utilize shopping carts but do not presently have cart containment systems; and

WHEREAS, the City Council finds that the proposed Ordinance is consistent with the General Plan's policies and objectives of promoting the mitigation of existing land use conflicts, protecting residential property values and privacy by preventing the intrusion of incompatible land uses, and encouraging the design of (commercial) properties to "create an...environment for shopping by promoting improved architectural appearance of buildings,

excellent landscaping, and appropriately regulated signage, parking, and traffic circulation;" and

WHEREAS, the City Council finds that this Ordinance is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) and the City's CEQA Guidelines. The Code amendment is an enactment of an Ordinance to modify existing development standards applicable to retail establishments that provide shopping carts for the convenience of their customers. The Code amendment would not have a significant effect on the environment as it does not in itself directly approve any construction activities but, instead, establishes standards controlling the containment of shopping carts at retail establishments that seek to minimize or eliminate their removal from retailers' premises and abandonment in the community; and

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

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

SECTION I. Chapter 11.67 is hereby added to Title 11 ("Zoning and Development") of the Montclair Municipal Code to read as follows:

Chapter 11.67

SHOPPING CART CONTAINMENT AND MANAGEMENT

Sections:

- 11.67.010 Purpose and Intent.**
- 11.67.020 Definitions.**
- 11.67.030 Applicability.**
- 11.67.040 Responsibility of owner.**
- 11.67.050 Mandatory cart containment plan.**
- 11.67.060 Mandatory cart retrieval plan.**
- 11.67.070 Plan submission and approval.**
- 11.67.080 Cart corrals and storage areas.**
- 11.67.090 Authority to impound, store, sell, or dispose of abandoned shopping carts.**
- 11.67.100 Penalties.**

11.67.010 Purpose and intent.

The accumulation of abandoned, lost, stolen, wrecked, or dismantled shopping carts on public or private property is found to create conditions that promote blight and deterioration; negatively impact community image and property values; are aesthetically detrimental; and constitute an attractive nuisance creating a hazard to the health, safety, and general welfare of residents. The accumulation of these shopping carts has the potential to interfere with pedestrian and vehicular traffic; therefore, the presence of abandoned, lost, stolen, wrecked, or dismantled shopping carts, or parts thereof, on public or private property is declared to constitute a public nuisance, which may be abated in accordance with this Chapter.

The purpose of this Chapter is to eliminate the detrimental effects of abandoned, lost, stolen, wrecked, or dismantled shopping carts on public or private property by setting forth regulations for containing shopping carts on the premises to which they belong and minimizing the likelihood that they will be removed from retailers' premises and abandoned elsewhere in the community. Further, this Chapter sets forth regulations encouraging the prompt retrieval of shopping carts by their owners and the impoundment and/or disposal of unclaimed shopping carts by the City.

11.67.020 Definitions.

Abandoned shopping cart or lost, stolen, or abandoned shopping cart means a shopping cart that was: (1) removed from the premises of a retail establishment by any person without the prior written consent of the owner of the shopping cart or the retailer otherwise entitled to possession of such cart; or (2) left unattended, discarded, or abandoned upon any public or private property other than the premises of the retail establishment from which the shopping cart was removed, regardless of whether such shopping cart was removed from the premises with or without the permission of the owner. For purposes of this Chapter, any shopping cart located on any public or private property other than the premises of the retail establishment from which such shopping cart was removed shall be presumed to be lost, stolen, or abandoned, even if in the possession of any person, unless such person in possession thereof is either (a) the owner, or an employee or authorized agent of the owner entitled to possession of the shopping cart; (b) an officer, employee or agent of a cart retrieval service hired by the owner to retrieve such carts; (c) enforcement personnel retrieving, storing, or disposing of said cart as provided herein and/or pursuant to the applicable provisions of the California Business and Professions Code; or (d) has written consent to be in possession of the shopping cart from the owner of said shopping cart.

Enforcement personnel, as used in this Chapter, means any Police Officer, Code Enforcement Officer, or other person employed or contracted by the City of Montclair.

Laundry cart means a basket mounted on wheels and used in a coin-operated laundry or dry cleaning retail establishment by a customer or attendant for the purpose of transporting clothing and the supplies necessary to launder or otherwise process them.

Owner means any owner, manager, or operator of any retail establishment.

Parking area means a parking lot or other property provided by a retail establishment for use by customers for parking customer vehicles. The parking area of a retail establishment located in a multitenant complex or shopping center shall include the entire parking area used by the multitenant complex or shopping center.

Premises means any building, property, or other area upon which any retail establishment business is conducted or operated in the City including the parking area provided for customers.

Retail establishment means any legally established business engaged in the sale of any kind of merchandise that provides shopping carts for use by its customers regardless of whether such business is advertised or operated as a retail or wholesale business and regardless of whether the business is open to the general public, is a private club or business, or is a membership store.

Shopping cart or cart means a basket that is mounted on wheels or a similar device generally used in a retail establishment by a customer for the purpose of transporting goods of any kind. The terms "shopping cart" or "cart" shall include "laundry cart."

11.67.030 Applicability.

With respect to the cart containment provisions of this Chapter, the following shall apply:

A. Every new retail establishment providing shopping carts for use by its customers and commencing business on or after April 1, 2014, shall be subject to implementing a Mandatory Cart Containment Plan and Cart Retrieval Plan as described in this Chapter prior to commencing business.

B. Every existing retail establishment providing shopping carts for the use of its customers and that had not implemented a Mandatory Cart Containment Plan and Cart Retrieval Plan as described in this Chapter as of January 1, 2014, shall have until January 1, 2016, to implement said plan.

11.67.040 Responsibility of owner.

Owners of every retail establishment that offers the use of shopping carts by its customers shall develop, implement, and comply with the provisions set forth in this Chapter and a written plan approved by the Director of Community Development to prevent customers from removing shopping carts from the premises of such retail establishment without authorization of the owner ("Mandatory Cart Containment Plan"). Two (2) or more retail establishments located within the same multitenant complex or shopping center may collaborate and submit a single Mandatory Cart Containment Plan.

11.67.050 Mandatory cart containment plan.

Every owner who provides shopping carts for customers to use on the premises of any retail establishment shall develop, implement, and comply with the provisions of this Chapter and a written plan ("Cart Containment Plan") approved by the Director of Community Development to prevent the removal of shopping carts from the premises of such retail establishment without authorization of the owner. The Cart Containment Plan shall, at a minimum, include the following elements:

A. Signs Affixed to Carts. In accordance with the applicable provisions of the California Business and Professions Code, every shopping cart made available for use by customers shall have a sign permanently affixed to it that: (1) identifies the owner of the cart, retailer, or both; (2) notifies the public of the procedure to be utilized for authorized removal of the cart from the premises; (3) notifies the public that the unauthorized removal of the cart from the premises of the business, or the unauthorized possession of the cart, is a violation of state law; and (4) lists a valid telephone number and/or address for returning a cart that has been removed from the premises to the owner or retailer.

B. Notice to Customers. Written notice shall be provided to customers in English and Spanish that removal of shopping carts from the premises is prohibited by state law. Such notice may be provided in the form of fliers distributed on the premises, warnings printed on shopping bags, direct mail, website notices, or any other means demonstrated to be effective. In addition, conspicuous signs shall be placed and maintained on the premises near all

customer entrances and exits and within the parking area warning customers that removal of shopping carts from the premises is prohibited by state law.

C. Daily Cart Confinement. All shopping carts located on the premises of a retail establishment (other than an establishment open for business 24 hours per day) shall be collected at the end of each business day by employees of the retail establishment and stored in a secure manner within an approved cart corral or storage area on the premises as designated in the Cart Containment Plan until the commencement of the next business day. All shopping carts located on the premises of any retail establishment open for business 24 hours per day, other than carts in use by a customer or patron, shall be collected by employees of the retail establishment and returned to an approved cart corral or storage area on the premises as designated in the Cart Containment Plan at least once per calendar day between the hours of 9:00 p.m. and 12:00 a.m. on each day the retail establishment is open for business. The provisions of this Subsection shall not apply to any shopping carts located within an enclosed building.

D. Physical Measures. Specific physical measures shall be implemented and maintained at all times by the owner to prevent, deter, or impede the removal of shopping carts from the premises. Such physical measures shall be specifically identified in the Cart Containment Plan and may include one or more of the following:

1. Disabling devices on the wheels of all carts, which are activated when the cart crosses an electronic barrier at the perimeter of the premises.

2. Physical barriers located at doors, around loading areas, or other defined perimeters that prevent the passage of carts beyond the barriers. The barrier may also be placed on the carts themselves so that the carts cannot pass through door openings or other defined perimeters.

3. Maintaining one or more security guards assigned the responsibility of preventing customers from removing shopping carts from the premises.

E. Employee Training. The owner of the retail establishment shall implement and maintain a periodic training program for its new and existing employees designed to educate employees concerning the requirements of this Chapter and the provisions of state law prohibiting the unauthorized removal of shopping carts from the premises of the retail establishment.

11.67.060 Mandatory cart retrieval plan.

Every owner who provides shopping carts for customers to use on the premises of any retail establishment shall develop, implement, and comply with the provisions of this Chapter and a written plan ("Cart Retrieval Plan") approved by the Director of Community Development for the retrieval of lost, stolen, or abandoned shopping carts that have been removed from the premises of the retail establishment. The Cart Retrieval Plan shall include the following elements:

A. Retrieval Personnel. The owner shall provide personnel for purposes of retrieval of lost, stolen, or abandoned shopping carts. Such personnel may be either employees of the retail establishment or one or more independent contractors hired by the owner to provide shopping cart retrieval services, or a combination of both. The Cart Retrieval Plan shall either: (1) identify the number of employees who will be assigned such cart retrieval duties and provide the number of total hours per week that each assigned employee will perform such services (in addition to any on-premises retrieval duties to which such employee may be assigned); or (2) include a copy of each

contract with a cart retrieval service (excluding confidential financial information which may be redacted or obscured from the contract). The owner shall provide written authorization of the right to retrieve the owner's shopping carts to all retrieval personnel, whether they are employees of the retail establishment or an independent contractor. Such authorization shall be carried by every such person while performing cart retrieval services off-site on behalf of the owner of the retail establishment and shall be presented to any enforcement personnel upon request.

B. Prompt Retrieval of Carts. Retrieval personnel or services shall assure that all identified public streets, bus stops, and other public places are patrolled and each lost, stolen, or abandoned shopping cart owned or provided by the retail establishment that is found as a result of such patrols is immediately retrieved and removed from any public or private property, where accessible, upon which the cart is found. At the discretion of the Director of Community Development, the Cart Retrieval Plan shall: (1) identify the perimeter streets, bus stops, and public places to be patrolled as required by this Subsection; (2) the manner, frequency, and times of such patrols; and (3) such other information as reasonably required by the City to ensure that the owner is devoting sufficient resources to cart retrieval operations to comply with the provisions of this Section and the approved Cart Retrieval Plan.

11.67.070 Plan submission and approval.

A. New or Relocated Retail Establishments. Every new retail establishment and any existing retail establishment relocating to a different location within the City shall submit Cart Containment and Cart Retrieval Plans, pursuant to Sections 11.67.050 and 11.67.060 herein, to the Director of Community Development and obtain approval of said plans from the City prior to providing any shopping carts for use by customers of the retail establishment. Each proposed plan shall be accompanied by an application fee in an amount set forth by Resolution of the City Council. No proposed plan(s) shall be accepted for filing and processing by the Director of Community Development unless accompanied by the adopted application fee.

B. Existing Retail Establishments. Each existing retail establishment providing shopping carts for use by its customers shall submit Cart Containment and Cart Retrieval Plans, pursuant to Sections 11.67.050 and 11.67.060 herein, to the Director of Community Development no later than September 30, 2015. No such retail establishment existing on March 31, 2014, shall provide or continue to provide shopping carts for use by its customers commencing on January 1, 2016, without approved plans conforming to the requirements set forth in Sections 11.67.050 and 11.67.060 herein, provided, however, said deadline shall be extended for the period, if any, during which a plan is pending, or where an appeal of the denial of such plan is pending pursuant to the provisions of this Chapter. Each proposed plan shall be accompanied by an application fee in an amount set forth by resolution of the City Council. No proposed plan(s) shall be accepted for filing and processing by the Director of Community Development unless accompanied by the adopted application fee.

C. Plan Review and Approval. Upon the filing of any proposed plan pursuant to Sections 11.67.050 and 11.67.060 herein, the Director of Community Development shall review the proposed plan for compliance with the guidelines set forth in this Chapter. The Director shall approve or deny the proposed plan within 30 calendar days following receipt thereof. If the proposed

plans comply with each of the applicable requirements of this Chapter, the Director shall approve the plan; otherwise, the plan shall be denied. If the proposed plan is denied, the notice of decision provided to the owner shall state the grounds upon which the proposed plan was denied. The decision of the Director may be appealed pursuant to Subsection E of this Section.

D. Amendments by Owner. The owner of any retail establishment that has an approved plan conforming to the requirements of this Chapter may, at any time, submit a proposed amendment to the approved plan to the Director of Community Development. Such amendment shall be processed in accordance with the procedure for a proposed plan as set forth in Subsection C of this Section.

E. Appeals. Pursuant to the timeframes and procedures set forth in Section 1.08.010 of the Montclair Municipal Code, any owner aggrieved by a decision of the Director of Community Development pursuant to this Chapter may appeal such decision to the City Manager. No appeal shall be accepted for filing and processing unless accompanied by the appeal fee set forth by Resolution of the City Council.

11.67.080 Cart corrals and storage areas.

A. Every new retail establishment commencing business on or after April 1, 2014, and providing shopping carts for use by its customers that can be transported outside the retail establishment's building shall provide/construct cart corrals and/or cart storage areas on the premises in which the retail establishment is located in a number and design satisfactory to the Director of Community Development and meeting the following minimum criteria:

1. For retail establishments providing 30 or fewer shopping carts for use by its customers, the owner shall provide a minimum of two (2) portable cart corral(s) within the parking area. Said corrals shall be secured to the pavement for stability and to avoid obstruction of parking stalls.

2. For retail establishments providing more than 30 shopping carts for use by its customers, the owner shall construct permanent cart corrals and/or storage areas within the parking area and adjacent to the building utilizing materials complementary to the main building. Parking area cart corrals shall be enclosed on each side by a decorative masonry base between 12 and 18 inches in height, topped with a decorative iron or tubular steel fence providing an overall corral height (masonry plus fencing) of 42 inches.

B. Every existing retail establishment providing shopping carts for use by its customers that undergoes an expansion resulting in an increase in gross floor area of 25 percent or more shall be required to provide/construct cart corrals and/or cart storage areas on the premises in which the retail establishment is located in a number and design consistent with the guidelines set forth in this Section.

11.67.090 Authority to impound, store, sell, or dispose of abandoned shopping carts.

A. The City may retrieve and impound any shopping cart left on public or private property, other than that of the retail establishment providing the shopping carts, where the shopping cart does not have affixed to it the identification signs required by Section 11.67.050 herein. The City shall deem discarded any shopping cart that lacks said identification sign and may retrieve and immediately dispose of any such shopping cart.

B. For any shopping cart left on public or private property other than that of the retail establishment providing the shopping carts, which does have affixed to it the identification signs required by Section 11.67.050 herein, the City shall provide notice to the owner of the shopping cart as required by Section 22435.7 of the California Business and Professions Code and may impound, store, sell, or otherwise dispose of an impounded shopping cart pursuant to the procedures set forth in said Section of the California Business and Professions Code.

11.67.100 Penalties.

Any person or entity violating the provisions of this Chapter shall be deemed guilty of a violation pursuant to Chapter 1.12 of the Montclair Municipal Code.

SECTION II. Severability.

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

SECTION III. Effective Date.

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

SECTION IV. Posting.

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

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 14-943 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2014, and finally passed not less than five (5) days thereafter on the XX day of XX, 2014, by the following vote, to-wit:

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

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION OF A \$14,393 APPROPRIATION FROM THE CONTINGENCY ACCOUNT FOR PURCHASE OF A GENERATOR AND PERSONAL PROTECTIVE EQUIPMENT	DATE: July 7, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
	FILE I.D.: PDT362
	DEPT.: POLICE

REASON FOR CONSIDERATION: The Police Department has been awarded a grant from the Homeland Security Grant Program (HSGP) to purchase emergency preparedness equipment. Funding through HSGP is reimbursable.

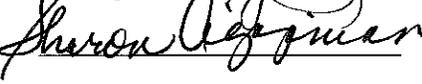
BACKGROUND: The State of California Governor's Office of Homeland Security established that the subgrantee of the HSGP for San Bernardino County is the San Bernardino County Fire Protection District Office of Emergency Services (OES). In its capacity as subgrantee, OES is tasked with applying for Department of Homeland Security Grant funds on behalf of regional jurisdictions. Through this process, the Montclair Police Department was awarded \$14,393 for the purchase of equipment; however, agencies request reimbursement through the OES after purchases are completed.

The Police Department received notification that its HSGP emergency equipment request was approved. Equipment allocations are as follows:

Ballistic vests (6)	\$ 5,066
Vest carriers (6)	968
Ballistic helmets (6)	1,905
Generator (1)	<u>6,454</u>
TOTAL	<u>\$14,393</u>

The personal protective equipment would be utilized by fire personnel for protection against potential ballistic threats while working alongside law enforcement first responders during critical incidents that require search and rescue efforts. The generator would be installed in the Mobile Command Trailer, which would serve as a communications hub for first responders and management personnel during emergency and catastrophic incidents.

FISCAL IMPACT: Should the City Council approve this purchase, \$14,393 would be transferred from the Contingency Account to Other Equipment Account No. 1001-4426-62050-400 in the Police Department's Fiscal Year 2014-15 Budget. The City would receive full reimbursement through the Homeland Security Grant Program.

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

RECOMMENDATION: Staff recommends the City Council authorize a \$14,393 appropriation from the Contingency Account for purchase of a generator and personal protective equipment.

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO RECEIVE \$6,880.37 FROM THE FY2013 STATE HOMELAND SECURITY GRANT PROGRAM TO PURCHASE THREE (3) 17-INCH LAPTOP COMPUTERS	DATE: July 7, 2014 SECTION: ADMIN. REPORTS ITEM NO.: 3 FILE I.D.: GRT115 DEPT.: FIRE
CONSIDER AUTHORIZATION OF A \$6,880.37 APPROPRIATION FROM THE CONTINGENCY FUND TO PURCHASE THREE (3) 17-INCH LAPTOP COMPUTERS FROM ADVANCED TECHNICAL SOLUTIONS	

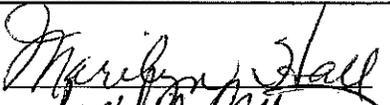
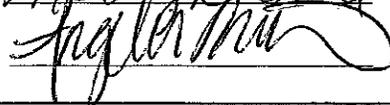
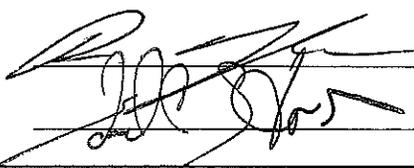
REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the Fire Department to receive \$6,880.37 from the FY2013 State Homeland Security Grant Program (HSGP) and a \$6,880.37 appropriation from the Contingency Fund to purchase three (3) 17-inch laptop computers from Advanced Technical Solutions.

BACKGROUND: The FY2013 HSGP is responsible for distributing nonmatching grant funds to local first responders to provide financial assistance to purchase equipment and supplies to improve emergency response capabilities. All eligible applicants are required to purchase equipment or supplies in advance and are entitled to 100 percent reimbursement through the grant program. The distribution of grant funds is coordinated by each Operational Area (OA). The coordinating agency for the City of Montclair is the San Bernardino County Fire Protection District.

HSGP funds are distributed to fire jurisdictions within San Bernardino County. Each jurisdiction is allocated a \$10,000 base with the remainder of the grant distributed on a per capita basis to each eligible jurisdiction. The total grant allocation for San Bernardino County for Fiscal Year 2013-14 is approximately \$402,409; the Montclair Fire Department's allocation is \$11,122. This allocation was secured through Agreement No.13-96 and will be used to purchase fire simulator software and the necessary computer hardware to run the software.

The Fire Department received approval at the June 2, 2014 Council meeting to purchase Fire Studio 5.0 Entry Level Training System software to simulate many different types of incidents for training and credentialing purposes through joint training exercises. Laptop computers are required to utilize the Fire Studio 5.0 Entry Level Training System.

Bid quotations for three (3) 17-inch laptop computers were received from the following vendors:

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

<i>Vendor</i>	<i>Bid Amount</i>
Advanced Technical Solutions	\$6,880.37
PCM-G, Inc.	\$6,891.15
SIGMAnet	\$7,096.87

Fire Department staff recommends the laptops be purchased from Advanced Technical Solutions as the lowest responsive bidder. Advanced Technical Solutions is registered in the System for Award Management (SAM) and has no active exclusion records that would disbar the company from receiving federal funds.

FISCAL IMPACT: The cost to purchase the three (3) 17-inch laptop computers from Advanced Technical Solutions is \$6,880.37. Should the City Council approve this item, \$6,880.37 would be transferred from the Contingency Fund to Personnel Development Program Small Equipment Account No. 1001-4534-52690-400 for purchase of three (3) 17-inch laptop computers. The City would be reimbursed this amount by the FY2013 HSGP.

RECOMMENDATION: Staff recommends the City Council authorize the following actions related to purchase of three (3) 17-inch laptop computers from Advanced Technical Solutions:

1. The Fire Department to receive \$6,880.37 from the FY2013 Homeland Security Grant.
2. A \$6,880.37 appropriation from the Contingency Fund.

CITY OF MONTCLAIR BID QUOTATION FORM

Department Fire Department **Date** 5/28/2014

Purchase Requisition No. _____

Item(s) Description: 17" Laptop Computers

Reason for Purchase: laptops will be used with the Fire Studio 5 Entry Level Training System
these items are being purchased with grant funds

Employee Obtaining Quotes Marilyn Hall

VENDORS CONTACTED

BID QUOTES*

(1) NAME	<u>Advanced Technical Solutions</u>			6,340.00
ADDRESS	<u>5701 Lonetree Blvd., Suite 108E</u>	<u>Rocklin, CA 95765</u>		16.00
PHONE NO.	<u>916-435-8181</u>	NAME OF REP.	<u>Daniel Parsons</u>	Subtotal 6,356.00
COMMENTS	<u>stocked in California and would arrive in 2-3 days</u>			Tax 524.37
				Shipping 0.00
				Labor 0.00
				Total 6,880.37
(2) NAME	<u>PCM-G, Inc.</u>			6,349.96
ADDRESS	<u>14120 Newbrook Dr., Suite 100</u>	<u>Chantilly VA 20151</u>		16.00
PHONE NO.	<u>800-625-5468 xt. 55730</u>	NAME OF REP.	<u>Serena Chan</u>	Subtotal 6,365.96
COMMENTS				Tax 525.19
				Shipping 0.00
				Labor 0.00
				Total 6,891.15
(3) NAME	<u>SIGMAnet</u>			6,540.00
ADDRESS	<u>4290 E Brickell</u>	<u>Ontario CA 91761</u>		16.00
PHONE NO.	<u>909-230-7046</u>	NAME OF REP.	<u>April Felkner</u>	Subtotal 6,556.00
COMMENTS	<u>local vendor</u>			Tax 540.87
				Shipping 0.00
				Labor 0.00
				Total 7,096.87

*Quotations are to include tax and delivery charges

RECOMMENDED VENDOR AND JUSTIFICATION

As the lowest bidder, we are requesting to make the purchase of the laptops from Advanced Technical Services

MFD A-4



**Certified California Small Business
Number 1755556**

ATSQ4652

Advanced Technical Solutions, Inc.
5701 Lonetree Blvd
Suite 107/108E
t. (916) 435-8111 f. (916) 435-8203

EIN 90-0982274
Seller's Permit SR KH 102-403763

Date Jun 17, 2014

Duns 009852093

Sold To	
City of Montclair John Nguyen 5111 Benito Street Montclair, CA	
Phone	(909)625-9409
Fax	

Ship To	
City of Montclair John Nguyen 5111 Benito Street Montclair, CA	
Phone	(909)625-9409
Fax	

FOB	Terms
Destination	Net 45

Qty	Part #	Description	Unit Price	Ext. Price
4	F2Q33UT#ABA	HP ZBook 17 17.3" LED Notebook - Intel - Core i7 i7-4700MQ 2.4GHz - Graphite SMART BUY ZBOOK 17 MOBILE WKSTN NB I7-4700MQ 2.4G 8GB 500GB 17.3IN 8 GB RAM - 500 GB HDD - DVD-Writer - NVIDIA, Intel Quadro K610M, HD 4600 - Windows 7 Professional 64-bit (English) - 1600 x 900 Display - Bluetooth - English Keyboard	\$1,585.00	\$6,340.00
4	EWR15/35	Electronic Waste Recycling Fee 15/35"	\$4.00	\$16.00

Daniel Parsons
5701 Lonetree Blvd
Suite 108E
Rocklin, CA 95765
Phone: PH: 916-435-8181
Fax: FAX: 916-435-8203
Daniel.Parsons@adtecsol.com

SubTotal	\$6,356.00
Sales Tax	\$523.05
Shipping	\$0.00

Total	\$6,879.05
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Thank you for allowing Advanced Technical Solutions, Inc. to provide this quote. Please reference the quote number in the upper right hand corner on any purchase order resulting from this quote. This quote is valid for 30 days from the date of the quote.

[View assistance for SAM.gov](#)

Search Results

Your search returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Advanced Technical Solutions, Inc.	Status: In Progress <input type="checkbox"/>
DUNS: 009852093	CAGE Code:	<input type="button" value="View Details"/>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date:	Delinquent Federal Debt? No	

Glossary

Search Results

Entity
Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1916.20140627-1510

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



USA.gov



PCM-G, Inc.
14120 Newbrook Drive Suite 100, Chantilly, VA 20151

Duns #: 12-936-5420
Tax ID #: 33-0964088

Popular PCM-G contracts:

DIR-SDD-1023 | TIPS 02103008 | CALSAVE 523606

Quotes are valid 15 days from quote date. Prices are subject to change without notice.

Contact: Serena Chan

Phone: (800) 625-5468 x55730

Fax: (310) 354-5730

E-mail: serena.chan@pcmg.com

CITY OF MONTCLAIR

ATTN: ACCOUNTS PAYABLE

5111 BENITO

MONTCLAIR, CA 91763

909-625-9477

Contact: JOHN NGUYEN

Ref:

Quote: # S8666021

Date: 5/28/2014

Expires: 6/12/2014

Line	Qty	Manufacturer	PC Mail Gov Part No.	Manufacturer Part No.	Product Description	Contact Number	Product Unit Price	Product Extended Price
1	4	HP CPU	10978012	F2Q33UT#ABA	SBUY ZBOOK 17I7-4700MQ/17.3/8GB/500GB		\$ 1,587.49	\$ 6,349.96
2	4	MISC	760002	CEDLV2	CA EWASTE RECYCLING FEE 15 TO 34.99		\$ 4.00	\$ 16.00
Courier: UPS GROUND							Sub-total	\$ 6,365.96
							Tax	\$ 523.87
							Shipping	\$ -
							Total	\$ 6,889.83

Ship-to: CITY OF MONTCLAIR
5111 BENITO
MONTCLAIR, CA 91763

Software quotes are only valid in the month they are issued

IMPORTANT P.O. INSTRUCTIONS



Please make P.O. out to 'PCM-G(We are not able to process PO's made out to any of the subsidiary companies such as MacMail, PCM, OnSale, WareForce or SARCOM).
Include PART #'s, QUOTE #, SIGNATURE, and the terms 'NET 30'. Please fax PO to fax number referenced above.
SOFTWARE LICENSING: Include END-USER NAME, PHONE #, and E-MAIL ADDRESS in SHIP-TO field on P.O.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 129365420
Functional Area: Entity Management, Performance Information

ENTITY PCMG, Inc.	Status:Active
DUNS: 129365420 +4:	CAGE Code: 3EU69 DoDAAC:
Expiration Date: Jun 5, 2015	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 1940 E Mariposa Ave City: El Segundo ZIP Code: 90245-3457	State/Province: CALIFORNIA Country: UNITED STATES

Search Results

Your search returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	PCMG, Inc.	Status: Active
DUNS: 129365420	CAGE Code: 3EU69	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 08/27/2014	Delinquent Federal Debt? No	

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Search Result

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Search Filter:

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





Date: 4/23/2014

QUOTATION

Quote: 5163839

To:
 John Nguyen
 City of Montclair
 Montclair CA, 91763
 Tel: 909-625-9409 Fax:

From:
 April Feikner
 SIGMAnet
 Ontario, CA 91761
 Tel: 909 230-7046

Comments:

Part Number	Manufacturer	Description	Qty	Unit Price	Amount	
1	F2Q33UT#ABA	Hewlett-Packard	ZBOOK 17 WS I7/2.4 4C 17.3 8GB 500GB DVDR WLS CAM FPR BT W7P 64-W8P SBY	4	\$1,635.00	\$6,540.00

Minimize your Capital Expenditures. Ask about our Leasing Programs.
Tax rates are subject to change based on local rates.
Pricing is based on Net 30 Payment Terms and is subject to change if Payment Terms are revised.
All Product Returns are Subject to Manufacturer Approval.

Sub Total : \$6,540.00
 Tax : \$523.20
 Shipping : \$0.00
 CA E-Waste Recycling Fee : \$16.00

Total : \$7,079.20

Quotation is valid for 30 Days.
 Promotional pricing, price quoted net of rebate pricing & limited time pricing may expire prior to the 30 days from date of quote and maybe subject to change without notice. All prices are F.O.B. Ontario, California
 Please feel free to contact me if you have any further questions. Thank You.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 624510525
Functional Area: Entity Management, Performance Information

ENTITY Sigmanet, Inc.	Status:Active
DUNS: 624510525 +4:	CAGE Code: 1TKJ7 DoDAAC:
Expiration Date: Oct 16, 2014	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 4290 E Brickell St Ste B	
City: Ontario	State/Province: CALIFORNIA
ZIP Code: 91761-1569	Country: UNITED STATES

AGENDA REPORT

SUBJECT: CONSIDER REESTABLISHMENT OF A STATION DESIGN AND ART REVIEW COMMITTEE FOR THE PROPOSED AZUSA TO MONTCLAIR SEGMENT OF THE METRO GOLD LINE FOOTHILL EXTENSION

DATE: July 7, 2014
SECTION: ADMIN REPORTS
ITEM NO.: 4
FILE I.D.: TRN256
DEPT.: CITY MGR.

REASON FOR CONSIDERATION: The Metro Gold Line Foothill Extension Construction Authority has requested that all cities within the proposed Azusa to Montclair segment of the Gold Line Extension reestablish a Design and Art Review Committee as the design for the remaining Gold Line stations is advanced.

BACKGROUND: Cities with stations along the Metro Gold Line contain station artwork that identifies the community or station with a unique identity. The Metro Gold Line Foothill Construction Authority (Authority) has recently initiated the next phase of work for the Azusa to Montclair project. Over the next two years of advanced conceptual engineering, the Authority will better define the 12.3-mile light rail project and prepare it for design-build procurement. As part of its efforts, the Authority is reaching out to the cities along the Azusa to Montclair segment to reestablish a "Station Design and Art Review" (SDAR) Committee that will convene for a series of meetings in 2014 and 2015 to provide recommendations for the design element and station artwork for the future stations.

The formation of an SDAR Committee has taken place before. The Authority worked with all of the Foothill Extension cities (Pasadena to Montclair) from 2004 through 2007 to short list, interview, and select final station artists and design concepts for each of the 12 extension stations. That process included numerous meetings to review the basic station architectural components, materials, Metro criteria for design, and potential for betterments. The work of the Authority and the SDAR Committees during that time was all approved by their respective City Councils. The City of Montclair approved Ruth Ann Anderson as the Montclair station artist on May 16, 2005, upon recommendation of the Montclair SDAR Committee. The previous SDAR Committee from the City included the following members:

Virginia Eaton - Resident
Steve Lustro - City Planner
Michael Hudson - City Engineer
Michael Bair - Director of Rail and Transit, San Bernardino Associated Governments
Rudy Murrieta - Member, Community Action Committee

Prepared by: M. STAATS
Proofed by: George E. Smith

Reviewed and Approved by: M. STAATS
Presented by: [Signature]

As indicated, the Authority has requested that the cities within the proposed Azusa to Montclair segment of the Gold Line Extension reestablish an SDAR Committee. The Committee may be comprised of staff and/or community representatives. The intention of the new committee is to work alongside Authority staff and its consultants to select the station color palette, look at potential betterment opportunities for the station area, and work in collaboration with the selected station artist who will further develop the design concept for the art component that will be integrated into the city's station.

A fact sheet regarding a description of the SDAR Committee responsibilities and the anticipated time commitment expected of committee members is attached for the information of the City Council.

Staff is recommending the City Council recommend the following persons to the SDAR Committee for the City of Montclair:

Virginia Eaton - Resident

Steve Lustro - Community Development Director

Michael Hudson - Public Works Director

Mitch Alderman - Director of Transit/Rail Programs, San Bernardino Associated Governments

Peggy Banas - Member, Community Action Committee

FISCAL IMPACT: There would be no fiscal impact for the City in reestablishing the SDAR Committee.

RECOMMENDATION: Staff recommends the City Council reestablish the Station Design and Art Review Committee for the proposed Azusa to Montclair segment of the Metro Gold Line Foothill Extension and appoint the Committee Members as recommended.

Metro Gold Line Foothill Extension

STATION DESIGN AND ART REVIEW COMMITTEE FACT SHEET

The next phase of project planning for the Metro Gold Line Foothill Extension light rail project from Azusa to Montclair is now underway. Over the next two years, the Metro Gold Line Foothill Extension Construction Authority (Construction Authority) will advance the design for the 12.3-mile, six-station project to a point where it will be ready for a design-build procurement.

As part of that effort, each of the selected station artists (selected by their respective city councils between 2004 and 2007) will be brought back to the project, so they can advance artwork concepts for the station to a similarly advanced state as the engineering. To advise and assist the artists in this effort, Station Design and Art Review (SDAR) Committees will be convened for each corridor city to work alongside the artist over the next two years through his/her process.

STATION DESIGN AND ART REVIEW COMMITTEE DESCRIPTION

Recognizing that art can bring a touch of humanity and provide a unique identification for a transit station within a community, the Construction Authority will oversee the collaborative development of the station artwork for the Azusa to Montclair segment. An important component of that collaboration is the SDAR Committee, made up of city staff and community representatives and put in place to provide the station artist with valuable information and context of the community. The SDAR Committee will review and recommend the final design concept to each city's City Council for approval and integration into the advanced conceptual engineering documents.

The SDAR Committee will be made up of approximately five city representatives (appointed by each city) that will support the artist as he/she develops the artistic plans for the station. The SDAR Committee will make recommendations for components such as the station color palette. They will provide important input and inspiration to the station artist regarding the further advanced design concepts for the station artwork, as well as recommendations for possibly station betterments and enhancements to the areas surrounding the station. All final SDAR Committee recommendations shall be presented and approved by the respective city councils.

STATION DESIGN FEATURES

Each station is comprised of components that must meet applicable codes and requirements. In 2013, Metro issued a standardized station layout and station elements related to circulation, safety and maintenance. The Authority has been working closely with Metro to continue the use of the basic architectural style of the stations on the segment serving the communities along the Northeast area of Los Angeles and through the communities of the San Gabriel Valley.

The SDAR Committee will be also be given the opportunity to review the landscaping palette for the station. Using the palette established from the previous segments, the SDAR Committee will be able to select plants for the station landscaping. The recommended palette will then be incorporated into the advanced conceptual engineering design plans.

RECOMMENDED COMMITTEE QUALIFICATIONS

The Construction Authority respects the existing processes that are already in place for project design review or public art programs. Our goal is to provide support for the SDAR Committee

Metro Gold Line Foothill Extension

STATION DESIGN AND ART REVIEW COMMITTEE FACT SHEET

that will ultimately make recommendations to the relevant commissions and city councils for their final approval of basic aspects of station design and artwork.

The Construction Authority recommends that each SDAR Committee be comprised of city staff and/or community members. We also suggest that the SDAR Committee be no larger than five (5) people. Community member's ideal for this SDAR Committee may possess the following qualifications or experience:

- Representatives from public art programs or historical societies
- Local artists who are not selected for the project currently
- Architecture, landscape or other environmental design professionals who live in the community
- Community members who may serve on similar commissions within the city

SCHEDULE AND TIME COMMITMENT

It is anticipated that each SDAR Committee will meet approximately six (6) to seven (7) times between August 2014 and November 2015. One meeting will be dedicated to a community open house; while another will provide a tour of the operational Gold Line and stations under construction from Pasadena to Azusa. The remaining meetings will take place in the city, and be used to discuss the station artwork design and propose station betterments. Daytime meetings are **preferable**; however to better accommodate the inclusion of SDAR Committee members, evening meetings may be scheduled.

The Construction Authority anticipates that a presentation of SDAR Committee recommendations shall be made to the city council in winter 2015. This presentation shall include the group's recommendations concerning the station design features, landscaping palette, betterments and the station artist advanced conceptual design.

PROGRAM INFORMATION

For additional information on the Metro Gold Line Foothill Extension project, please visit www.foothillextension.org. Key contacts for the Construction Authority are: Lesley Elwood, Public Art Program Coordinator and Tanya Patsaouras, Station Environment Coordinator. They can be reached at (626) 471-9050.

AGENDA REPORT

SUBJECT: CONSIDER DECLARING A 2007 FORD CROWN VICTORIA POLICE VEHICLE AS SURPLUS AND AVAILABLE FOR PARTS	DATE: July 7, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 5
	FILE I.D.: VEH120
	DEPT.: POLICE

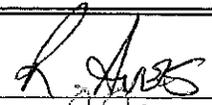
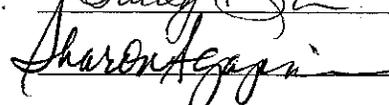
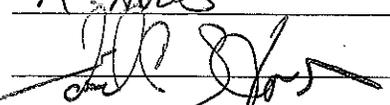
REASON FOR CONSIDERATION: The City Council is requested to consider declaring a Police Department Patrol vehicle that is no longer in service as surplus so it may be used for parts.

BACKGROUND: Unit No. 17 of the Police Department's Patrol fleet has reached the end of its service life and is no longer in use. The vehicle's transmission was rebuilt in 2009, it has been involved in two accidents, and the front end needs to be rebuilt. The vehicle is proposed to be declared as surplus and made available for parts to support vehicles currently in service in the Police Department's Patrol fleet. A 2014 Ford F-150 pickup truck was purchased to replace Unit No. 17. Funding for the replacement vehicle was authorized in the Police Department's Fiscal Year 2013-14 Budget. The vehicle's identification information is as follows:

<i>Year and Model</i>	<i>Vehicle Identification Number</i>	<i>Mileage</i>	<i>License Plate Number</i>
2007 Ford Crown Victoria	2FAFP71W47X145982	105,697	1195159

FISCAL IMPACT: There is no fiscal impact to the City by declaring the vehicle surplus and made available for parts.

RECOMMENDATION: Staff recommends the City Council declare a 2007 Ford Crown Victoria Police vehicle as surplus and available for parts.

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

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF THE FILING OF A NOTICE OF COMPLETION FOR THE 5444 PALO VERDE STREET LANDSCAPE IMPROVEMENT PROJECT	DATE: July 7, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 6
CONSIDER AUTHORIZING RELEASE OF RETENTION 30 DAYS AFTER RECORDATION OF NOTICE OF COMPLETION	FILE I.D.: MHC025
	DEPT.: MHC

REASON FOR CONSIDERATION: State law requires Notices of Completion to be recorded with the County Recorder upon acceptance of a public works project. The Montclair Housing Corporation Board of Directors is requested to consider approval of the filing of a Notice of Completion for the 5444 Palo Verde Street Landscape Improvement Project and authorizing release of the retention 30 days after recordation of the notice. A copy of the Notice of Completion is attached for the Montclair Housing Corporation Board of Directors' review.

BACKGROUND: On March 4, 2014, E. Alcantara Construction was awarded a contract for the 5444 Palo Verde Street Landscape Improvement Project and entered into Agreement No. 14-19 with the Montclair Housing Corporation. All work required under Agreement No. 14-19 has been satisfactorily completed effective June 19, 2014.

Construction of the landscape improvements to the single-family residence and studio began on March 10, 2014. Improvements included grading, removal of the chain-link fence, and installation of a new combination wall of concrete block and cedar wood planks along with a new vehicular gate. Other landscape improvements included installation of a new drip irrigation system and smart-weather controller, new California native and drought-tolerant landscape materials, permeable pavers along the driveway and parking area inside the property, and landscape uplighting in certain areas of the property.

The project completion date was extended as a result of some unforeseen water and gas line repairs that were addressed by the contractor in a timely manner. The unique adobe-constructed residence was once owned by renowned sculptor John Svenson who built the home and design studio in the late 1940s. Because of the unique nature of both buildings, great care was taken to preserve the integrity of the building while still incorporating much of its original planting model with updated and low-maintenance design elements.

FISCAL IMPACT: The 5444 Palo Verde Street Electrical Improvement Project is included in the Montclair Housing Corporation Fiscal Year 2013-14 Budget. The awarded amount was \$60,268. The final cost of the project was \$64,288. The increase in the project cost stemmed from unforeseen conditions at the project site that resulted in change orders in the amounts of \$4,020 for water and gas line repairs, removal of concrete footings along new property line, and use of steel post for better support on the new combination concrete block and cedar fence.

Prepared by: F. LIZAOLA
Proofed by: Andrea Salgado

Reviewed and Approved by: M. STAAZ
Presented by: [Signature]

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors take the following actions related to completion of the 5444 Palo Verde Street Landscape Improvement Project:

1. Approve the filing of a Notice of Completion with the Office of the San Bernardino County Recorder.
2. Authorize release of retention 30 days after recordation of Notice of Completion.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: July 7, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 7
	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 July 7, 2014, and Payroll Documentation dated May 18, 2014, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated July 7, 2014, totals \$2,515,273.78. The Payroll Documentation dated May 18, 2014, totals \$522,678.32 gross, with \$369,718.93 net being the total cash disbursement.

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

Prepared by: <i>Yvonne L Smith</i>	Reviewed and Approved by: <i>[Signature]</i>
Proofed by: <i>Andreapellejo</i>	Presented by: <i>[Signature]</i>

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-48 WITH LIEBERT CASSIDY WHITMORE FOR PARTICIPATION IN THE EAST INLAND EMPIRE EMPLOY- MENT RELATIONS CONSORTIUM	DATE: July 7, 2014 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: PER250 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: The City's current Agreement with Liebert Cassidy Whitmore for participation in the East Inland Empire Employment Relations Consortium (ERC) is scheduled for renewal on July 1, 2014. The City Council is requested to consider approval of proposed Agreement No. 14-48 with Liebert Cassidy Whitmore, a copy of which is attached for the City Council's review and consideration.

BACKGROUND: For the past 26 years, the City of Montclair has participated in the Liebert Cassidy Whitmore ERC. The City's participation entitles elected officials and employees to receive five one-day group training sessions, unlimited free telephone consultations with the law firm's attorneys, and a monthly employment-relations newsletter. Participating agencies may also receive specialized training for an added cost.

The term of proposed Agreement No. 14-48 is July 1, 2014, through June 30, 2015.

FISCAL IMPACT: The annual fee for participation in the Consortium is \$2,654. Funds to cover the cost of the training sessions and consulting service are included in the Fiscal Year 2014-15 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-48 with Liebert Cassidy Whitmore for participation in the East Inland Empire Employment Relations Consortium.

Prepared by: <u>Gary E. Chan</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>[Signature]</u>	Presented by: <u>[Signature]</u>

AGREEMENT FOR SPECIAL SERVICES

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

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

WHEREAS Agency has determined that no less than eighteen (18) public agencies in the East Inland Empire area have the same need and have agreed to enter into identical agreements with Attorney; and

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

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2014, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

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

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

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

Fee:

Attorney will provide these special services to Agency for a fee of Two Thousand Six Hundred Fifty Four Dollars (\$2,654.00) payable in one payment prior to August 1, 2014. The fee, if paid after August 1, 2014 will be \$2,754.00.

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

Additional Services:

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

The range of hourly rates for Attorney time is from One Hundred Ninety to Three Hundred Twenty-Five Dollars (\$190.00 - \$325.00) per hour for attorney staff and from Seventy-Five to One Hundred Fifty Dollars (\$75.00 - \$150.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates in an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

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

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2014. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than eighteen (18) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2014.

Dated: 6/6/14

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By [Signature]

Dated: _____

CITY OF MONTCLAIR
A Municipal Corporation

By _____
Paul M. Eaton, Mayor

Dated: _____

By _____
Yvonne L. Smith, Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 14-49 WITH THE INLAND EMPIRE UNITED
WAY TO PROVIDE CASE MANAGEMENT AND
HEALTH PROMOTION PROGRAMS

DATE: July 7, 2014
SECTION: AGREEMENTS
ITEM NO.: 2
FILE I.D.: HSV030
DEPT.: HUMAN SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-49 accepting a grant from the Inland Empire United Way (IEUW) to provide funding for the City's Case Management and Health Promotion Programs.

A copy of proposed Agreement No. 14-49 is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Community Collaborative (MCC) is receiving funding from IEUW to assist in providing Case Management and Health Promotion Programs to members of the Montclair community. The goal of the Case Management Program is to assist families attain financial stability including maintaining basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances. The goal of the Health Promotion Program is to promote families to live active and healthier lifestyles through training and education. The Montclair Community Collaborative has been awarded funds from IEUW in support of our programs since 2007.

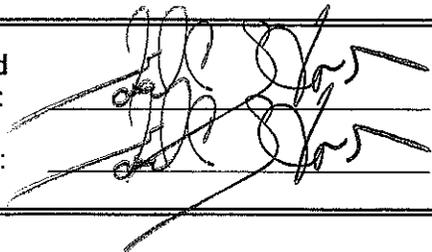
The term of proposed Agreement No 14-49 is July 1, 2014, through June 30, 2015.

FISCAL IMPACT: IEUW has offered the City a grant of \$17,500 for the Case Management and Health Promotion Programs. There would be no direct fiscal impact to the City's General Fund associated with the City Council's approval of proposed Agreement No. 14-49.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-49 with the Inland Empire United Way to provide Case Management and Health Promotion Programs.

Prepared by: Mr. Richter
Proofed by: Christine Smedley

Reviewed and
Approved by:
Presented by:



Two sets of handwritten signatures are present. The top set is written over the 'Reviewed and Approved by:' label, and the bottom set is written over the 'Presented by:' label. Both sets consist of two overlapping signatures.

**INLAND EMPIRE UNITED WAY
2014-2015 PROGRAM FUNDING AGREEMENT**



I. PURPOSE

The Inland Empire United Way (consisting of board of directors, volunteers, employees, contractors), hereinafter referred to as "IEUW", and Montclair Community Collaborative (City of Montclair - fiscal agent) hereinafter referred to as "Organization" enter into this mutual Agreement, including Attachment A (Standards of Affiliation) referred to herein, for the period commencing July 1, 2014 to June 30, 2015.

II. RESPONSIBILITIES

A. The Organization agrees to:

1. Program Responsibility:
 - a. Operate programs and deliver services as set forth during the application process.
 - b. Submit proposed changes or reductions in program outcomes affected by United Way funds.
2. Fiscal Responsibility:
 - a. Use the funds only for the purposes described in the proposal, and not use the funds for any purpose prohibited by law. Also repay any portion of the funding, which is not used for the purposes described in the proposal.
 - b. To maintain books, records and documents in accordance with generally accepted accounting procedures and practice which accurately and appropriately reflect all expenditures of funds listed in the Program Budget and the Organization Budget (submitted with the funding request).
 - c. To provide evidence of adequate financial accountability and accounting procedures documented by submission of a certified audit for agency budgets of \$500,000 or more; a CPA review for agency budgets of \$100,001 - \$500,000; a CPA compilation for agency budgets of \$100,000 or less and submission of a completed IRS Form 990, with a percentage of revenue directed to management/general/fund raising expenses (including required dues payments to national organizations) of less than 25%. The required documents shall be submitted to IEUW within six (6) months of the closing of the agency's fiscal year.
 - d. That all financial records and supporting documentation shall be subject at all times to inspection, review, or audit by IEUW personnel or its duly authorized agent.
 - e. To maintain and submit, in a timely fashion, documentation and progress reports related to services provided under this agreement.
 - f. To retain all financial records, supporting documentation, statistical records, and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of three (3) years, all records shall be retained until resolution of audit findings.
 - g. Agency shall not assign the responsibility of this Agreement to another party or subcontract the program(s) funded under this Agreement, without prior written approval of IEUW.
3. Provide service data, demographics, and other information as requested.
4. Meet with IEUW staff to coordinate an in-house agency employee campaign for the IEUW community impact fund; participate in community campaign activities by providing campaign materials, speakers, tours and/or displays as requested.
5. Complete and submit Agency Profile, Program/Services Profile, and Sites Profile for the 2-1-1 database with, as a minimum, annual updates.
6. Complete and submit Agency Agreement and information about volunteer opportunities (as available) for the HandsOn Inland Empire website with, as a minimum, annual updates.

B. IEUW agrees to:

1. Recognize and respect the autonomy of the Organization, through its governing board, to determine its own policies and to manage its own programs.
2. Provide access to training, technical assistance and other opportunities for the purpose of the accomplishment of outcomes as set forth in this Agreement.
3. Conduct periodic evaluations/monitoring of program operations.

- C. *Both Parties agree to:*
 - 1. Keep channels of communication open for discussion of matters of common concern.
 - 2. Communicate to each other significant changes, in a timely manner throughout the year, of any circumstances or events that may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement.
 - 3. Promote effective service and efficient administration.

III. PROGRAM OUTCOMES AND ACTIVITIES

For Impact Grant Recipients Only: The Organization agrees to perform and collect data from the outcomes and activities described in the Organization's individual program applications, program logic models, and evaluation plans, and report results as requested by United Way, with a reasonable amount of advance notice.

IV. PROGRAM FUNDING

IEUW commits to provide a Impact Grant for the following program:

Case Management & Health Promotion Multi-Benefit-Collaborative Program \$17,500

V. TERMS/METHOD OF PAYMENT

Unless otherwise agreed upon, IEUW will issue monthly payments, effective July 1, 2014 through June 30, 2015, via electronic deposit for all Safety Net and Impact Grants.

VI. TERMINATION OF AGREEMENT

- A. If, at any time during the life of this Agreement, it becomes necessary to change the scope or provisions of the Agreement, the time period of the Agreement, or the conditions of the relationship between the Organization and the United Way, such changes, after being mutually negotiated and agreed upon by both parties, shall be effective when incorporated in written amendments to this Agreement.
- B. Either party may terminate this Agreement by giving written notice to the other party at any time, with termination normally to take effect at the beginning of the subsequent United Way fiscal year.
- C. Terminations to take effect at a time other than the beginning of a new United Way fiscal year must be agreed upon by both parties, or must result from a significant violation of the terms of this Agreement or United Way fundraising policies and eligibility standards.
- D. The United Way may unilaterally terminate this Agreement and funding of the Organization's program in the event of any of the following (upon written notice, to be delivered by certified mail, return receipt requested, or in person with proof of delivery):
 - 1. A clear breach of this Agreement, including all attachments.
 - 2. Determination that the program funded in whole or in part no longer provides a service appropriate for United Way support.
- E. In case of termination as set forth herein, all funding shall terminate, and any funds disbursed and not used for services rendered per the Agreement shall be refunded, by the Organization, to IEUW.
- F. The above provisions shall not limit IEUW's right to remedies at law or to damages.

VII. SUSPENSION OF FUNDS

- A. IEUW shall solely determine:
 - 1. Whether the Organization is performing its obligation satisfactorily as to the Agreement.
 - 2. The terms and conditions of funding suspension and the terms and conditions in which the Organization may qualify for full or partial restoration of funding.
 - 3. The decision whether to invoke suspension or termination of program funding.
- B. IEUW may suspend funding to a program, in whole or in part, in the event of:
 - 1. Insufficient availability of funds to IEUW;
 - 2. The Organization's failure to provide timely outcome results or the agency substantially re-defining the outcomes for this program without consulting with IEUW;
 - 3. The Organization making substantial changes to the program activities and/or ceasing to provide the program without consulting with IEUW;
 - 4. Events and/or activities attributable to the Organization or its personnel which result in:
 - a. Negative publicity to the Organization and/or IEUW, or

- b. Call into question the ability of the Organization to satisfactorily perform under the terms of this Agreement, or
- c. Unsatisfactory program performance by the Organization and of its responsibilities under this Agreement, and/or
- d. Violation of the Program Funding Agreement.

Prior to suspension of agency funding by IEUW, the Organization shall be given an opportunity to explain its position to the President & CEO of IEUW, or other person designated by the IEUW Board of Directors.

VIII. HOLD HARMLESS CLAUSE

To the extent provided by law, the Organization agrees to indemnify and hold harmless the IEUW from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments and damages accruing, including court costs and attorney's fees, as a result of services performed or not performed, or any negligent act by the Organization or funding granted or not granted by the IEUW or any action arising out of the operation of this funding Agreement.

IX. EVALUATION REQUIREMENTS

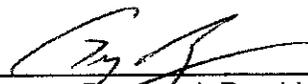
The Organization agrees to submit evaluation reports in such format and at such times as may be prescribed by IEUW, reporting the program progress. The Organization agrees to cooperate in an on-site monitoring if such is requested by IEUW. All financial and supporting documents should be available for review at all times.

X. AGENCY ACKNOWLEDGMENT

By execution of this Agreement, Organization accepts the working relationship between IEUW and the Organization providing the program; agrees to the conditions set forth in this Agreement. In addition, the Organization acknowledges the lack of an appeals process and accepts the funding level set forth in this Agreement.

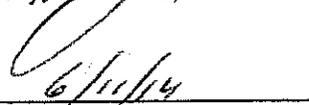
INLAND EMPIRE UNITED WAY

MONTCLAIR COMMUNITY COLLABORATIVE (CITY OF MONTCLAIR - FISCAL AGENT)



 Gregory Bradbard, President/CEO

 Edward Starr, City Manager



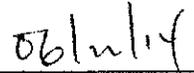
 Date 6/11/14

 Date



 Keith Matthews, Board Chair

 Board Chair



 Date 06/11/14

 Date

ATTACHMENT A – INLAND EMPIRE UNITED WAY STANDARDS OF AFFILIATION

For an organization to be eligible to receive program grant or contract funding with Inland Empire United Way, it must meet all the criteria below. The agency must remain in compliance with the criteria at all times. All agency affiliations are subject to final approval by Inland Empire United Way Board of Directors.

ELIGIBILITY STANDARDS for 501(c)(3) organizations and select government/public entities

1. Legal:
 - a. Current IRS 501(c)(3) status, registration with the state of California as non-profit public benefit corporation. The applicant or funded agency shall have its own 501(c)(3), or have the authorized use of another agency's 501(c)(3) (** see note). Government/public entities do not need to obtain 501(c)(3) status for the program.
 - b. Current articles of incorporation and bylaws.
 - c. Evidence of compliance with laws, codes, and regulations (including any required licensing standards) applicable to the particular type of business or organization.
 - d. Must review and be able and willing to sign the funding agreement and operate under the agreement.
2. Non-discrimination
Board-adopted policy or policies for clients, staff, and volunteers emphasizing maintaining diversity reflective of community served.
3. Organizational/Management
 - a. Volunteer board of directors which functions in accordance with agency bylaws, and which maintains accurate and complete records of its corporate functioning.
 - b. Adequate liability and other applicable insurance coverage as required by law.
 - c. Board-adopted, written agency policies as necessary (including personnel policies) to provide for legal, safe, and appropriate functioning of the agency, with consistent procedures for implementation, review, and revision as appropriate.
 - d. Evidence of a functioning agency planning process, to include a minimum of board-approved agency goals and objectives for one year of operations.
 - e. Evidence of regular communication with agency constituency regarding agency services and operations.
 - f. Regular board, staff and volunteer training to maintain continuity, quality, and currency of agency operations.
 - g. Minimum history of two (2) years of operations as a 501(c)(3).
4. Fiscal Management
 - a. Evidence of adequate financial accountability and accounting procedures to be documented by annual submission of a certified audit for budgets \$500,000 or more; a CPA review for agency budgets of \$100,001 – \$499,999; a CPA compilation for agency budgets of \$100,000 or less. All agencies are also required to submit a completed IRS Form 990 whether or not they are required to send one to the IRS.
 - b. Appropriate percentage of budget directed to program services; less than 25% of revenue to be spent on management/general (including required dues payments to National organizations) and fundraising expenses.
 - c. Broad, stable funding base and/or plans for maintaining/developing adequate resources to cover projected needs.



ATTACHMENT A – INLAND EMPIRE UNITED WAY STANDARDS OF AFFILIATION

5. Program

- a. Mission statement that indicates a primary focus on provision of health/human services.
- b. Program which is consistent with the agency’s mission.
- c. Accurate program/service records specific to this United Way’s service area, and appropriate data collection (to include demographic data on service recipients) and record-keeping procedures to ensure adequate reporting and accountability while protecting rights of service recipients.
- d. IEUW funding will only be available for programs provided to low-income households with income levels of up to 250% of the Federal Poverty Level.
- e. Evidence of appropriate program evaluation procedures, including a system to measure program outcomes.
- f. Appropriate physical facilities that comply with applicable health and safety codes.
- g. Programs primarily focused on the arts, competitive sports, legislative advocacy, religion, are generally not eligible for funding from this United Way.

***Note: The authorization consists of an original, current letter, signed by the chair of the board of directors of the authorizing agency including such statements as: the board of directors of (X agency) authorizes (Y agency) to use the not-for-profit status of our agency, and is taking full responsibility for (Y agency’s) program, organizational, and fiscal management.*

IEUW SERVICE AREA

The Inland Empire United Way service area includes the east end of Los Angeles County, the west and east regions of San Bernardino County, and the Palo Verde Valley region of Riverside County. Programs requesting funding from IEUW must ensure that IEUW funding is only used to benefit residents in the following zip codes:

MT. BALDY REGION			
91701 – Alta Loma	91743 – Guasti (Ontario)	91766 – Pomona	91789 – Walnut
91708 – Chino	91750 – La Verne	91767 – Pomona	91795 – Walnut
91709 – Chino Hills	91758 – Ontario	91768 – Pomona	91798 – Ontario
91710 – Chino	91759 – Mt. Baldy	91769 – Pomona	91799 – Pomona
91711 – Claremont	91761 – Ontario	91773 – San Dimas	92335 – Fontana
91729 – Rancho Cucamonga	91762 – Ontario	91784 – Upland	92334 – Fontana
91730 – Rancho Cucamonga	91763 – Montclair	91785 – Upland	92336 – Fontana
91737 – Alta Loma (R.C.)	91764 – Ontario	91786 – Upland	92337 – Fontana
91739 – Etiwanda (R.C.)	91765 – Diamond Bar	91788 – Walnut	92358 – Lytle Creek

EAST VALLEY REGION			
92305 – Angelus Oaks	92339 – Forest Falls	92359 – Mentone	92375 – Redlands
92318 – Bryn Mawr	92346 – Highland	92373 – Redlands	92399 – Yucaipa
92320 – Calimesa	92354 – Loma Linda	92374 – Redlands	

PALO VERDE VALLEY REGION			
92225 – Blythe	92226 – Blythe	92266 – Palo Verde	

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-50 WITH CATERING SYSTEMS, INC., TO PROVIDE MEALS FOR THE CITY'S SENIOR CITIZEN NUTRITION PROGRAM

DATE: July 7, 2014
SECTION: AGREEMENTS
ITEM NO.: 3
FILE I.D.: HSV105
DEPT.: HUMAN SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-50 with Catering Systems, Inc., to provide meals for the City's Senior Citizen Nutrition Program for a term of one year beginning July 1, 2014.

BACKGROUND: The City of Montclair is currently contracting with the San Bernardino County Department of Aging and Adult Services (DAAS) to operate a Senior Citizen Nutrition Program at the Montclair Senior Center. The Human Services Division is managing and operating the nutrition program with grant funds awarded by DAAS.

The Human Services Division would like to continue subcontracting with Catering Systems, Inc., for nutrition program meal service. The company has been providing meals for the program since December 1999. Program participants and staff have been pleased with the catering service's performance. Catering Systems, Inc., continues to provide an enhanced menu at a reasonable cost. Catering Systems, Inc., is one of the few approved vendors qualified to provide nutritious meals funded under the Older Americans Act that delivers to San Bernardino County DAAS programs.

Should the Council approve Agreement No. 14-50, Catering Systems, Inc., would continue to deliver prepared meals every weekday. Catering Systems, Inc., would keep the meal cost at \$3.90 per meal, the same as the per meal cost in Fiscal Year 2013-14.

The following chart shows the suggested donation for meals in surrounding cities. The cities of Claremont and Pomona receive grant funding from the Los Angeles County Area Agency on Aging.

<i>City</i>	<i>Donation</i>	<i>Provider</i>
Chino	\$2.50	Family Services Association
Claremont	\$2.00	Morrison's
La Verne	\$2.00	YWCA Intervale
Ontario	\$2.50	Family Services Association
Rancho Cucamonga	\$2.50	Family Services Association
San Dimas	\$2.00	YWCA Intervale
Upland	\$2.50	Family Services Association

Prepared by:

Wm. Richter

Reviewed and Approved by:

[Signature]

Proofed by:

Christine Smedley

Presented by:

[Signature]

Montclair's current suggested donation is \$2.00 per meal, which is one of the lowest in the surrounding communities. The funding for the meal cost would be paid through participant donations and funding from Agreement No. 14-46 with the San Bernardino County Department of Aging and Adult Services that was approved by the City Council on June 16, 2014.

The term of proposed Agreement No. 14-50 is July 1, 2014, through June 30, 2015.

FISCAL IMPACT: There would be no cost to the General Fund to provide the estimated 13,483 meals that would be served during Fiscal Year 2014-15.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-50 with Catering Systems, Inc., to provide meals for the City's Senior Citizen Nutrition Program.

FOOD SERVICE AGREEMENT

THIS AGREEMENT, executed in Montclair, California, is made by and between the City of Montclair, a California Municipal Corporation, hereinafter referred to as the "Contractor," and Catering Systems, Inc., hereinafter referred to as the "Subcontractor."

WHEREAS, the Contractor and the County of San Bernardino Department of Aging and Adult Services, hereinafter referred to as "County," have entered into an Agreement which authorizes the Contractor to provide certain services, said City Agreement being No. 14-50 dated July 7, 2014; and

WHEREAS, the aforesaid Agreement provides that the Contractor may subcontract for certain professional services subject to prior County approval; and

WHEREAS, the Contractor desires to engage the Subcontractor to provide professional services as detailed elsewhere in this Agreement; and

WHEREAS, the Subcontractor desires to perform and provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Contractor and the Subcontractor agree as follows:

AGREEMENT

Section 1. Statement of Work and Schedule

The Subcontractor shall perform and provide the services set forth in the Food Service Specifications, which is attached hereto as "Attachment 1" and by this reference incorporated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by said Food Service Specifications as well as by the general provisions herein.

Section 2. Representatives of the Parties and Service of Notice

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- A. The representative of the Contractor shall be, unless otherwise stated in the Agreement:

Marcia Richter, Director of Human Services
City of Montclair
5111 Benito Street
Montclair, California 91763
(909) 625-9453

B. The representative of the Subcontractor shall be:

Lordwin Dsouza
Catering Systems, Inc.
2512 East Fender Avenue, Suite E
Fullerton, California 92831
(714) 278-9294

Section 3. Compensation to the Subcontractor

The Contractor shall pay to the Subcontractor an amount not to exceed \$3.90 per meal for approximately 60 meals per day for complete and satisfactory performance of the terms of this Agreement. The Subcontractor shall be paid for providing services set forth in this Agreement. Payment shall be made on a bimonthly basis.

Section 4. Time of Performance

The term of this Agreement shall commence July 1, 2014, and terminate June 30, 2015, provided that said term is subject to the provisions of Section 14, "Indemnity, Liability, and Insurance Requirements," and Section 18, "Termination," and the availability of Federal funds through the County.

There are 251 serving days during Fiscal Year 2014-15 including the following holidays and special occasions:

- Independence Day - July 4, 2014
- Labor Day - September 1, 2014
- Veterans Day - November 11, 2014
- Thanksgiving (two days) - November 27 and 28, 2014
- Christmas Eve and Day - December 24 and 25, 2014
- New Year's Eve and Day - December 31, 2014 and January 1, 2015
- Martin Luther King's Birthday - January 19, 2015
- Presidents Day - February 16, 2015
- Memorial Day - May 25, 2015

Section 5. Notices, Demands, and Communications

A. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, return receipt requested, and shall be deemed effective as the date of mailing.

B. Such notices, demands, or communications shall be addressed as set forth below:

1. For the Contractor:

Marcia Richter, Director of Human Services
City of Montclair
5111 Benito Street
Montclair, California 91763
(909) 625-9453

2. For the Subcontractor:

Lordwin Dsouza
Catering Systems, Inc.
2512 East Fender Avenue, Suite E
Fullerton, California 92831
(310) 619-1218

- C. If the name of the person designated to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accord with this Section, within five (5) working days of said change.

Section 6. Audit Records and Bonding

- A. The Subcontractor shall maintain financial records and reports related to funds received under this Agreement.
- B. The Subcontractor shall maintain books, records, documents, and other accounting procedures and practices, which reflect all costs of any nature, including cost of raw food and labor costs, expended in the performance of this Agreement.
- C. These records shall be subject to audit or inspection by duly authorized County, State, or Federal personnel.
- D. The Subcontractor shall maintain all books, records, and other documents relative to this Agreement for three (3) years after final payment or audit by the United States Department of Health and Human Services, the California Department of Aging, and County for five years if no audit occurred.
- E. The Subcontractor shall provide to the Contractor, on an annual fiscal year basis, a statement that all persons handling funds received or disbursed by this Agreement are covered by Fidelity Insurance.
- F. The Subcontractor shall provide, on an annual basis, an official copy of the Certified Public Accountant audit, which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for and use of contract funds. All records of the Subcontractor bearing upon food purchases, storage, and food preparation directly related to said program under this Agreement shall be made available to the Contractor upon request.
- G. The Subcontractor shall furnish reports as required by the Contractor, County, California Department of Aging, and the U.S. Administration on Aging.
- H. Subcontractors shall use standardized recipes which meet Hazard Analysis requirements and which shall be available to Contractor and County.
- I. The Subcontractor shall supply raw food and labor costs to the Contractor as needed.
- J. The Subcontractor shall permit periodic monitoring of contracted activities by Contractor, Centralized Dietary Services, County, State, or Federal personnel.

Section 7. Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the scope of services to be performed by the Subcontractor and any increase or decrease in amount of compensation which are agreed to by the Contractor and the Subcontractor, shall be incorporated into this Agreement by a written amendment properly executed by both parties. Prior written approval shall be received from County.

Section 8. Permit and Licenses

The Subcontractor shall hold valid permits, license, certificates, and other documents as are required by the State, County, City, or other governmental or regulatory bodies to legally engage in and perform the services to be provided under this Agreement, such as public health license, Orange County Inspection Reports, annual Fire Inspection Certificates, and other documents attached for County's approval. The Subcontractor shall notify the Contractor immediately of any suspension, termination, lapses, nonrenewals, or restrictions of required licenses, certificates, or other documents that may be cause for termination of this Agreement.

Section 9. Conflict of Interest

- A. The Subcontractor, during the period to be covered by this Agreement, shall have no interest, direct or indirect, with respect to the Contractor that could create a conflict of interest.
- B. No member, officer, or employee of the Contractor and no official, officer, or employee of the County who exercises any responsibilities or functions with respect to the Contractor during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. The Subcontractor warrants that no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Contractor the right to terminate this contract or, at the discretion of the Contractor, to deduct from the Subcontractor's fees the amount of such commission, percentage, brokerage, or contingent fees.

Section 10. Independent Contractor Status of the Subcontractor

The parties agree that the performance of the Subcontractor's services hereunder shall be in the capacity of an Independent Contractor and that no employees of the Subcontractor have been, are, or shall be employees of the Contractor or County by virtue of this Agreement, and the Subcontractor shall so inform each employee organization and each employee who is hired or retained under this Agreement.

Section 11. Assignment or Transfer of Interest

The Subcontractor shall not assign or transfer any interest in this Agreement, except that claims for moneys due or to become due from the Contractor under this Agreement may be assigned to a bank, trust company, or other financial institution.

Section 12. Applicable Sections of Agreement between County and the Contractor

The Contractor and the Subcontractor agree that all conditions set forth in the Agreement between the County and the Contractor, as applicable in the performance of this Agreement, are hereby included herein by reference as though set forth herein in full. Referenced sections are available at the Contractor and County for review during normal business hours.

Section 13. Discrimination Prohibited

- A. The Subcontractor shall not discriminate against any employee or person served on account of race, color, sex, religious background, ancestry, national origin, or disability in its performance of this contract and hereby agrees to comply with all Federal, State, and County laws or regulations pertaining hereto including the Americans With Disabilities Act and applicable Civil Rights Acts.
- B. It is expressly understood that upon receipt of evidence of such discrimination, the Contractor shall have the right to terminate said contract.
- C. Affirmative Action: A written affirmative action plan, embodying both (1) goals and timetables of minority manpower utilization; and (2) specific affirmative action steps directed at increasing minority utilization by means of applying good faith efforts to carry out such steps, is to be included.

Section 14. Indemnity, Liability, and Insurance Requirements

- A. The Subcontractor agrees to defend, indemnify, and hold harmless the Contractor and the County, their officers, employees, and assigns, against any and all claims arising from acts, omissions, or negligence of the Subcontractor, its officers, or employees in the performance of this Agreement. The Subcontractor shall defend any suit against the Contractor and County alleging personal injury, sickness, or disease arising out of meals served at the project sites (or home delivered) provided food is served one hour after delivery (or eaten immediately after home delivery).
- B. The Contractor shall promptly notify the Subcontractor in writing of any claims against the Contractor or Subcontractor and, in the event of a suit being filed, the Contractor shall promptly forward to the Subcontractor all papers in connection therewith. The Contractor shall not incur any expenses or make any settlement without the Subcontractor's consent. However, if Subcontractor refuses or neglects to defend any such suit, the Contractor may defend, adjust, or settle any such claim, and the cost of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Subcontractor.
- C. The Subcontractor shall furnish proof in the form of a hand-signed certificate of insurance that he/she carries insurance in the minimum amounts listed below prior to commencement of performance under this Agreement. Such coverage shall be maintained currently effective until receipt of final payment under the terms of this Agreement.

- 1. Comprehensive General \$1,000,000 combined Single Liability
[including (CSL) minimum Product Liability]
 - 2. Professional Liability \$1,000,000 per occurrence
- D. Comprehensive Auto Liability (owned and nonowned)
- 1. Bodily Injury \$ 100,000 each person
\$ 300,000 each accident
\$ 300,000 aggregate products
 - 2. Property Damage \$ 50,000 each accident
\$ 250,000 aggregate operations
\$ 250,000 aggregate protection
\$ 250,000 aggregate products
\$ 250,000 aggregate contractual
- E. Worker's Compensation. The statutory limit shall be in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
- F. Additional Insured. The City of Montclair and County of San Bernardino shall be named as additional insured on all policies or certificates.
- G. Cancellation Notice. A 30-day Notice of Cancellation shall be mailed to the Contractor and County, 686 East Mill Street, San Bernardino, California 92415.
- H. In the event any new or additional meal locations are started, the insurance carrier shall name all new or additional sites as insured under the policy.
- I. Failure on the part of the Subcontractor to procure or maintain required insurance shall constitute a material breach of Agreement and Contractor may immediately terminate or suspend this Agreement.

Section 15. Compliance with Statutes and Regulations

- A. In the performance of this Agreement, the Subcontractor shall obey all laws of the United States, the State of California, and the ordinances, regulations, policies, codes, and provisions of County.
- B. The Subcontractor shall conform to the nutrition requirements under Title III-C of the Older Americans Act of 1965, as amended, including providing the minimum Title III-C requirement per person of one third of the Recommended Daily Dietary Allowance (RDA).
- C. The Subcontractor shall comply with the California Uniform Retail Food Facilities Law (CURFFL). The Hazard Analysis (HACCP) requirements and San Bernardino County Department of Aging and Adult Services Policy and Procedures for Senior Nutrition Sites.

Section 16. Federal, State and Local Taxes

Federal, State, and local taxes shall be the responsibility of the Subcontractor as an independent contractor and not as a Contractor employee.

Section 17. Renewal Options

This Agreement is for one year only. It is optional on the part of the Contractor to renew the Agreement if desired. However, all agreements must be put out to bid during the County RFP period. Contractors must publicly bid on subsequent project year food contract. Bids will be awarded based on cost, capacity to provide service, proven competency and quality of product, proximity of meal locations, or other justifiable reasons.

Section 18. Termination

The Contractor may terminate this Agreement at any time within the period of its duration upon not less than thirty (30) days' written notice by the Contractor to the Subcontractor or immediately for cause. The Subcontractor may terminate this contract upon not less than thirty (30) days' written notice to the Contractor. Notice shall be provided as in Section 5 herein.

In addition, the contract may be terminated because of lack of funds, repeated citations by County, and failure to make corrective actions required by County. In the event funds to finance this contract, or part of this contract, become unavailable, the obligations of each party hereunder may be terminated upon no less than ten days' written notice to the other party. Said notice shall be delivered by certified mail, telegram, or in person. County shall be the final authority as to the availability of Federal or State funds. Waivers of breach of any provision of the contract shall not be construed to be a modification of the terms of the contract.

Section 19. Negotiation of Disputes

Any disputes of law or fact between the Contractor and the Subcontractor shall be settled between the parties concerned in such a manner that they will not delay or adversely affect the performance of the Contractor. Should any questions remain unresolved, the dispute would be submitted to the Director of the Area Agency on Aging or his designee to render a decision. Said decision will be binding upon the Contractor and the Subcontractor.

Section 20. Prior Approval of Subcontracts

The Subcontractor shall not enter into any subcontracts, for all or part of the services contemplated under this Agreement, without obtaining prior written approval of the Contractor and the Area Agency on Aging, which shall then be made a part of the original Agreement. No subcontracts shall be approved which would incur an obligation higher than the original agreed-upon price.

Section 21. Fair Labor Standards Compliance

Subcontractor agrees to indemnify, defend, and hold harmless the County of San Bernardino and the Contractor, its agents, officers, and employees from any and all

liability including, but not limited to, wages, overtime party, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by the Subcontractor's employees for which the Contractor or the County of San Bernardino may be found jointly or solely liable.

Section 22. Citizenship Laws

Subcontractor and Contractor warrant their full compliance with all laws regarding employment of aliens and others and that all their employees performing services hereunder meet the citizenship or alien status requirements contained in Federal Immigration Reform and Control Act of 1986. Subcontractor and Contractor shall obtain from all covered employees services hereunder all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Subcontractor and Contractor shall retain such documentation for all covered employees for the period prescribed by law. Subcontractor and Contractor shall indemnify, defend, and hold harmless the County, its officers, and employees from employer sanctions and any other liability which may be assessed against Subcontractor and Contractor of County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

Section 23. Subcontractor Staffing Requirements

To assure that meals are prepared in a safe, sanitary environment in compliance with the California Health and Safety Code, the San Bernardino County Department of Aging and Adult Services Policies and Procedures, and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's degree in Nutrition/Dietetics with an institutional food service management emphasis from an accredited college or university for supervision of the food services operation within the catering company and/or central kitchen. The Dietitian shall be both qualified as specified in sections 2585 and 2586, Business and Professions Code, and registered by the Commission on Dietetic Registration.

Or

The Subcontractor shall hire a qualified Food Service Manager who possesses a Bachelor of Science degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years' professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the four-year degree requirements. The Subcontractor must submit to the Contractor the registration identification number and expiration date of Registered Dietitian along with complete verifiable résumés of the Registered Dietitian or Food Service Manager for County's approval.

The County may, at its sole discretion, waive this requirement or, for repeated deficiencies of noncompliance, require the Subcontractor to fill both positions and/or to expand the required positions to full-time positions.

Section 24. Date of Execution

The parties hereto agree that the first party to execute this Agreement shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this Agreement is made provided, however, the term shall be for the period set forth in Section 4 herein.

Section 25. Complete Agreement

This Agreement, Appendices, if applicable, and Attachment 1 contain the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

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

Subcontractor:

CATERING SYSTEMS, INC.

City:

CITY OF MONTCLAIR

Lorwin Dsouza

Paul M. Eaton
Mayor

Date

Date

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Date

ADDENDUM

OTHER REQUIREMENTS (Contractor's Option)

"Penalties for discrimination in employment - Any contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practice Act or similar provisions of federal law or executive order in the performance of any contract with the City, thereby shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$25 for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section."

"Penalties for violation of affirmative action provisions - Any contractor who shall be found in violation of the agreement to pursue an affirmative course of action, or in violation of any provision of the affirmative action guidelines pertaining to the contract, shall be found in material breach of such contract and thereupon the City shall have power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of \$250 for each calendar day during which the contractor is found to have been in noncompliance, damages for said breach of contract, or both."

FOOD SERVICE SPECIFICATIONS
BETWEEN THE CITY OF MONTCLAIR
AND CATERING SYSTEMS INC.

STATEMENT OF WORK AND SCHEDULE

During the time of performance as set forth herein, the Subcontractor shall furnish all food, labor, and equipment necessary to prepare and deliver individual meals and/or bulk food for persons 60 years of age and older in compliance with the Title III Congregate and Home-Delivered Nutrition standards as described in Federal, State, and County regulatory statutes and the California Health and Safety Codes, more specifically, the California Uniform Retail Food Facilities Law (CURFFL) as amended January 1, 1996, the Older Americans Act (OAA), Amendment of 1992, and the San Bernardino County Department of Aging and Adult Services (County).

To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the DAAS Policies and Procedures and Contracts Management Manual, the Subcontractor shall comply with the following requirements:

The Subcontractor shall hire a part-time Registered Dietitian (minimum 20 hours a week) who possesses a Bachelor's degree and/or Master's Degree in Nutrition/Dietetic with an institutional food service management emphasis from an accredited college or university, for supervision of the food services operation within the catering company and/or central kitchen.

The Subcontractor shall hire a qualified Food Service Manager who possess a BS degree in Food and Nutrition with emphasis on food service management or restaurant management from an accredited college or university, plus two (2) years professional experience as a food service supervisor; no less than six (6) years of experience in the food service industry at a supervising level can be substituted for the 4 year degree requirements.

The Subcontractor must submit, to the Contractor, the registration identification number and expiration date of the Registered Dietitian along with complete verifiable resumes of the Registered Dietitian or Food Service Manager for the County's DAAS approval.

The County may, at its sole discretion, waive this requirement or for repeated deficiencies of non-compliance, require the Subcontractor to fill both positions, and/or to expand the required positions to full time positions.

A. Number of Meals

The maximum requirement is estimated at 60 meals per day, Monday through Friday.

	<i>Total Annual Meals</i>	<i>Catered Cost of Meal</i>
Monday through Friday	60	\$3.90
Saturday	N/A	
Sunday	N/A	
Box lunches	N/A	
Breakfast	N/A	
Frozen meals	N/A	
Other food items	N/A	
Total Annual Meals	13,483	\$52,583.70

B. Delivery

1. The meals shall be delivered as follows:

<i>Meal Location</i>	<i>Approx. Number of Meals</i>	<i>Time Food Preparation Completed</i>	<i>Time Food Leaves Kitchen</i>	<i>Time Food Arrives at Site</i>
Montclair Senior Center 5111 Benito Street Montclair, California	60	10:00 a.m.	10:30 a.m.	11:00 a.m.

2. The Contractor reserves the right to add or delete meal sites or designate alternate meal locations, as appropriate, subject to approval by County.
3. The Contractor may change the days and time of delivery and service by giving the Subcontractor seven (7) days notice.
4. The Contractor may change the number of meals to be delivered to any of the meal locations by notifying the Subcontractor by 10:00 a.m. the day prior to delivery.
5. The Subcontractor shall deliver the meals no more than 60 minutes prior to or 30 minutes after the agreed upon serving time.
6. Box lunch delivery time may be as early as 9:00 a.m. as long as appropriate holding facilities are available for perishable food items and

meals are transported under appropriate packing, heating and cooling temperature requirements.

7. The Contractor reserves the right to require Subcontractor to deliver food on all holidays that food service is needed.
8. The contractor shall serve foods for congregate meals; within two (2) hours after food preparation has been completed.

C. Delivery Service Specifications

1. Meals are to be delivered in (bulk/individual) prepackaged servings.
2. The Subcontractor shall supply the following food service items.

<i>Item</i>	<i>Specifications</i>
Rectangular disposable plates	Five compartment
Disposable bowls	Eight-ounce soup bowls
Disposable flatware	Bulk or pre-packaged, good quality
Napkins	Good quality
Table coverings	Paper placemats
Disposable cups	Eight-ounce cups for bulk milk
Other	Straws, plastic gloves, boxes, or bags as needed for box lunches

3. The Subcontractor shall provide all serving trays and utensils, warming, refrigerating and freezing equipment, where necessary, for the maintenance of proper temperatures as specified herein, and shall provide servicing of the equipment and/or replacement (depending on needs of Project).
4. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or infestation. All hot foods should be packaged individually or in bulk containers to ensure a minimum delivery temperature of 145° F. All cold foods must be packaged to ensure a maximum delivery temperature of 40° F. All foods intended to be delivered frozen shall be packaged to maintain a hard frozen state until such food reaches point of delivery.

Temperature of bulk and home-delivered meals must be taken daily at the end of production/packaging and on delivery at the nutrition site by the Subcontractor and Contractor. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packing.

Daily written documentation of temperature logging/monitoring must be kept by Subcontractor and will be subject to audit by the centralized dietary services and the County nutritionist.

The sites shall be assumed correct on shortages unless the caterer proves them wrong. All calls regarding shortages and food replacement will be communicated by the Contractors office.

5. Meals must be delivered in refrigerated trucks and/or approved for bulk-insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.
6. Food and supplies must be packed and handled in a sanitary manner to assure absence of contamination and spillage.
7. The program may require replacement of any cold food that is received on site at above 45 F and any hot food that falls below 140 F.
8. Food shortages and/or spoiled foods that are reported to the caterer by agree time of delivery must be replaced or the enclosed deduction schedule will be utilized.
9. Packing of food for delivery to the sites will be negotiated as mutually acceptable to the Contractor and Subcontractor. Sites may differ on packaging of some items due to available site equipment and time/distance.
10. The Subcontractor shall be responsible for cleaning and care of equipment returned to his facility each day.
11. The Subcontractor shall place food in areas designated by meal location managers.
12. Food shall be transported no longer than 60 minutes after packaging.
13. Food shall be kept in heat retaining equipment no longer than **60 minutes** prior to serving.
14. Each delivery shall be accompanied by a delivery slip, in triplicate, designating number of meals and supplies delivered. Project Director or designated person will sign receipt, if in order, and one copy shall be left with the Project Director.
15. Instructions shall be attached to each food product delivered indicating name of meal location, number of servings, size of servings, and size of utensil to be used in serving.
16. Cake, cornbread, and casserole dishes, i.e. meatloaf, lasagna, tuna noodle casserole shall be pre-scored by the Subcontractor for the appropriate number of servings.
17. All Subcontractor delivery equipment shall be removed from the meal location by the next service day. Contractor is not responsible after this time.

18. The Subcontractor shall provide a back-up delivery system in the event of vehicle breakdown.
19. Electrical items required to be provided herein shall have the UNDER-RITERS LABORATORY approval and meet all current OSHA and COSHA laws and regulations. Subcontractor shall provide Contractor with a current copy of the health certificate and any corrected deficiencies with bid. To ensure that all regulations are followed, the Subcontractor must have a qualified food service manager or part-time registered dietitian (20 hours per week) or staff who will assure that meals are prepared in a safe and sanitary condition throughout the meal service operation.
20. Authorized representatives of the Contractor, County, centralized dietary services, State, and Federal shall have the right to inspect food preparation, storage, and packaging sites during the term of the contract.

D. Meal Standards

1. A Chemical analysis of any food delivered by the Subcontractor may be requested by the Contractor or County at any time. The Subcontractor agrees to cooperate in having the analysis done. If the analysis discloses that the food does not comply with required meal specifications, the Subcontractor shall be liable for the cost of this analysis and meals served to seniors out of compliance.
2. The Subcontractor shall be liable for meals that do not meet the nutritional standards and requirements, are spoiled or unwholesome at time of delivery, are incomplete or insufficient in number ordered, or are delivered after the time specified by the Contractor. In the event the Subcontractor fails to deliver complete meals, other foods, or supplies as agreed upon, the Contractor may provide a substitute meal with emergency meals of supplies purchased from other places and charge the cost of the purchased meal to the Subcontractor. The replacement cost shall not exceed 100 percent of the contract catered meal cost.
3. If any portion of a meal other than the entree is delivered in an unacceptable condition, such as incorrect temperature (potentially hazardous)* less than contracted portion, spoiled or too late, the Subcontractor shall be liable for the cost of that portion. If the entree is unacceptable, the Subcontractor shall be liable for the cost of the entire meal. In order to ensure conformance to the above, the delivery driver shall remain at the site until the food is checked by the location manager. All shortages shall be noted on delivery slip for proper crediting.

E. Menu Requirements

1. All menus shall comply with Title III-C meal pattern requirements.
2. A **six-week** cycle menu shall be used that is written once yearly.

3. The Contractor has the responsibility for menu writing with input from the Project Council and Subcontractor. The menu shall be approved by the centralized dietary services dietitian.
4. The Contractor is responsible for typing and duplicating the menu.
5. All menus must be signed by the Project Director, Project Council Chairman or designee, the centralized dietary services dietitian, and certified by the County nutritionist prior to the start of the menu cycle.
6. The Project Director or centralized dietary services dietitian shall submit all menu substitutions by the Subcontractor at least 2 days prior to the serving date. The subcontractor may, however, in an emergency make menu substitutions on verbal approval of the Project Director or centralized dietary services dietitian, with a written notice to follow for documentation.
7. Provisions shall be made by the Subcontractor to provide in-service training regarding food sanitation and safety for their food service staff. Documentation of such training shall be submitted to the Contractor. County may require the Contractor, based upon major finding of non-compliance items in food and safety, to provide additional food service training.

*See definition of Potentially Hazardous Food, DAAS Contract Management for Service Providers.

F. Meal Pattern Specifications

1. All food must be of the highest quality standard and conform to USDA requirements. It must be prepared in a manner to preserve optimum flavor and appearance while retaining nutrients and food value. Special consideration should be given to tenderness of meat because of the age of our participants. The Subcontractor is responsible for assuring its high quality before it is sent to the meal sites.

Title III – Meal Pattern:

Meat or meat alternatives	A minimum of 15 g protein per meal required. Specification for all processed preformed meat must be approved by the County nutritionist before adding to menu. Two-and one-half-ounce edible portion of meat/meat alternate in casserole dishes.
Vegetable/Fruits	Two half cup servings each per meal (exclusive of dessert).
Juice*	One-half cup Vitamin C fortification required to satisfy Vitamin C requirement.

Starch or alternate	One slice bread or one-half cup serving cooked starch, such as rice, pasta, etc. Selections made from whole grains are preferred.
Fortified margarine or butter	One teaspoon.
Dessert*	One-half (1/2) cup portions or fresh fruit equivalent. Limit of 1 dessert high in sugar, refined grains, or saturated fat per week.
Milk or milk product	Eight-fluid-ounce serving or calcium equivalent. Liquid milk served must be 1% fat, nonfat, or buttermilk.

- (a) In the preparation of all meals, the Subcontractor shall use a minimum of simple sugars. Each meal shall not exceed 1000 milligrams of sodium and shall be low in fat (standard is no more than 30 percent or less of total calories). Limit of 2 high-sodium meals served in any week.
- (b) Subcontractor shall provide all condiments that are normally served with specific menus including, but not limited to, salt; pepper; salad dressing; tartar sauce; mustard; catsup; cream; sugar; and garnishes, such as lemon slices and parsley (as agreed upon). A low-sodium salad dressing choice shall be offered and used in sodium and other nutrient calculations for menus with green salads.
- (c) Ground beef may be used no more often than twice a week and must be in solid form such as meat loaf or Salisbury steak for one of the servings. The fat content cannot exceed 15 percent.
- (d) Textured vegetable protein may be used at no greater amount than 30 percent of the total protein.
- (e) Meat alternates (dried beans, peas, lentils, nuts, nut butters) shall not be served more often than one time per week.
- (f) Desserts, such as fruits or high-nutrient density desserts shall be served throughout the week in one-half (1/2) cup portions. High-calorie desserts, such as plain gelatin desserts, cakes, pies, cookies, and similar foods, shall also be included but are to be limited to once per week. Milk-based dessert may be served once per week. A dessert consisting of 50 percent fruit (fruited Jell-O, etc.) may be served once a week.
- (g) Different fruits will be served once per meal. Whole fresh fruit in season shall be served at least once during each week. Canned fruit will be water packed or packed in its own juice.

2. Minimum grades for all foods shall be as follows:
- (a) Beef: USDA Grade A choice
 - (b) Pork: USDA Number 1 (as defined in S R.A., No. 171, U.S. Standards and Grades of Pork Carcasses)
 - (c) Lamb: USDA choice
 - (d) Poultry: USDA Grade A to be used for all fresh or frozen poultry products. Necks, backs, and wings alone shall not be used prior approval of the Project Director or project designee. Reconstructed roll products are not acceptable (optional).
 - (e) Variety meats: Grade No. 1 from USDA Government-inspected plants.
 - (f) Dairy products: Following is to be used as minimum specifications for all graded dairy products:
 - (1) Eggs, fresh USDA or State Graded A
 - (2) Cheese, USDA Grade A nonprocessed cheese
 - (3) Milk, low fat, shall be available
 - (g) Fish and seafood must be fresh or frozen and be a nationally distributed brand packed under continuous inspection of the U.S. Department of Interior.
 - (h) Canned fruits and juices: USDA Grade A (Fancy) and Grade B (Choice) are to be used for all graded fruits and fruit juices. Grade C (Standard) may be used for pie and cobbler products only.
 - (i) Fresh fruits: USDA Fancy to USDA No. 1 to be used for all graded fresh fruits as a minimum standard.
 - (j) Fresh vegetables: USDA Fancy and No. 1 to be used for all graded fresh vegetables as a minimum standard.
 - (k) Frozen fruits and vegetables: USDA Grade A is to be used for all graded frozen fruits and vegetables as a minimum standard.

3. Meal Component/Nutrient Analysis

- (a) A meal component /nutrient analysis of the entire menu cycle conducted and/or approved by a Registered Dietitian shall be completed in compliance with OAA, Section 339, and California Regulations, Title 22, Division 1.8, Chapter 4, Article 5, Section 7638.5.

Computerized Nutrient Analysis Requirements:

Although not required, use of computerized nutrient analysis is strongly recommended and will help ensure and verify the nutritional adequacy of meals. The goal of assessing nutrient intakes of groups is to determine the prevalence of inadequate or excessive nutrient intakes within a particular group of individuals. While meal patterns serve as a basic framework for menu planning, providers are encouraged to use computerized nutrient analysis because it provides specific information on nutrients the menu may not be providing. The information that a menu is not supplying all of the desired nutrients will guide the development of future menus. As required menu elements are expanded, it is more difficult to meet all of the requirements on a daily basis. Nutrition programs for the elderly should focus on:

- Vitamin A
- Vitamin C
- Protein
- Fat
- Sodium
- Fiber

Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions and nutrition education.

The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; Vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, B12; calcium, chromium, copper, iron, magnesium, sodium, and zinc. In addition to meeting one third of the Dietary Reference Intakes, the menus should also follow the Dietary Guidelines for Americans.

- (b) Menu cycle shall be analyzed on a regular basis and documentation maintained for County review.

G. Supplies Specification Procedures

The Subcontractor shall provide disposable table service based upon the supplies specification included. These supplies shall be ordered and delivered weekly at each site. A minimum of one week's supply on hand at all times. The Contractor shall supply order forms and monitor supply usage.

The Subcontractor shall furnish, as part of supplies, the cleaning and other miscellaneous supplies (see Supplies Specification Sheet). These supplies will be ordered as needed. The Contractor shall supply order forms and monitor supply usage. (This is subject to negotiation.)

EVALUATION OF SUBCONTRACTOR

The Contractor and centralized dietary services dietitian shall evaluate the Subcontractor's performance to determine if the Agreement is in compliance in meeting requirements. All evaluations must be sent to the County nutritionist.

RECEIPTS AND INVOICES PROCEDURES

- A. The Subcontractor shall issue daily delivery receipts to each site.
- B. After the close of each week, the Subcontractor will furnish to the program an invoice of meals ordered by the program, the previous week. The Contractor will pay such invoices for the prior week within 30 days after receipt of same invoice or as agreed between the Contractor and Subcontractor.

DEDUCTION PROCEDURE

- A. The Subcontractor shall deliver meals that meet Title III-C menu regulations. If the Subcontractor fails to deliver all menu items or appropriate substitute items and/or the program rejects food, the Subcontractor shall be reimbursed as outlined in Section 4, "Meal Standards."

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-51 WITH NUTRITION INK TO PROVIDE NUTRITION-EDUCATION SERVICES FOR THE CITY'S SENIOR CITIZEN NUTRITION PROGRAM	DATE: July 7, 2014 SECTION: AGREEMENTS ITEM NO.: 4 FILE I.D.: HSV105 DEPT.: HUMAN SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-51 with Nutrition Ink to provide nutrition-education services for the City's Senior Citizen Nutrition Program. A copy of proposed Agreement No. 14-51 is attached for the City Council's review and consideration.

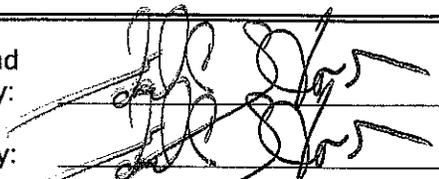
BACKGROUND: At its meeting of June 16, 2014, the City Council approved Agreement No. 14-46 with the San Bernardino County Department of Aging and Adult Services to provide a Senior Citizen Nutrition Program for participants aged 60 and over. Agreement No. 14-46 requires that the City of Montclair provide nutrition-education services to program participants, volunteers and staff. Agreement No. 14-51 proposes that Nutrition Ink would perform the following services on a quarterly basis:

- ✓ Plan, organize, and conduct nutrition education training programs for participants, volunteers, and staff
- ✓ Monitor the nutrition site
- ✓ Evaluate and monitor food preparation and, if needed, make recommendations for improvements
- ✓ Recommend and monitor standards for sanitation, safety, and security of the food service

In addition, Nutrition Ink would review and analyze menus monthly or as needed and develop, maintain, and use pertinent record systems in relation to the needs of the program. The term of proposed Agreement No. 14-51 is July 1, 2014, through June 30, 2015.

FISCAL IMPACT: The annual fee of \$2,000 would be paid with funds that have already been allocated in Agreement No. 14-46.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-51 with Nutrition Ink to provide nutrition-education services for the City's Senior Citizen Nutrition Program.

Prepared by: <u>M. Richter</u>	Reviewed and Approved by: 
Proofed by: <u>Christine Smichaly</u>	Presented by: 

NUTRITION INK AGREEMENT

I. OBJECTIVE:

To provide consultation to City of Montclair Senior Citizen's Program (Agency/Contractor) regarding nutrition provider requirements as outlined in Title 22, Division 1.8 of the California Department of Aging Regulations, including, but not limited to, the following:

- A. Give preference to older individuals in greatest economic or social need with particular attention to low-income minority individuals.
- B. Promote good health behaviors through nutrition education and nutrition screening of participants.
- C. Promote or maintain coordination with other nutrition-related supportive services for older individuals.

PROGRAM DESCRIPTION:

- A. Purpose – The purpose of the Elderly Nutrition Program (ENP) is to provide nutrition services as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services.
- B. Definition – Nutrition services means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites or in their homes.
- C. Goals – to maintain or improve the physical, psychological, and social well being of older individuals, by providing or securing appropriate nutrition services.
- D. Target Population – The ENP Provider (City of Montclair) shall target individuals who are sixty (60) years of age or older, minorities, low income and living in rural areas of the County of San Bernardino.

2. TERMS OF AGREEMENT:

This is to certify that City of Montclair Senior Citizen's Program has engaged the services of *NUTRITION INK* (Sub-Contractor) for its Nutrition consultation to one (1) site. This service is effective July 1, 2014 through June 30, 2015

3. RESPONSIBILITIES OF SUB-CONTRACTOR:

- A. At a minimum, quarterly monitor site for safe food handling and sanitation practices of facilities.
- B. Provide input, review, and approve the Nutrition Education Plan for staff and participants prior to presentation.
- C. Develop, or review and approve the cycle menus unless provided and signed by RD of approved caterer.
- D. Provide technical support and assistance as needed.
- E. Plans, organizes and conducts Nutrition Education a minimum of four (4) times per year for food service staff (paid and volunteers) and participants in congregate meal programs. Nutrition Education for congregate sites is defined as demonstrations, presentations, lectures or small group discussions, all of which may be augmented with printed materials. Training sessions shall be evaluated by those receiving the training.
- F. Nutrition Education shall be based on the particular need of congregate meal participants. An annual Needs Assessment shall be performed by the ENP Provider to make this determination.
- G. The Nutrition Education Plan and annual Needs Assessment must be submitted to DAAS by September 1st of the FY it is being provided in.
- H. Nutrition Education sessions must be reported monthly to DAAS using the Nutrition Education Monthly Service Unit Report.

Nutrition Education Units of Service:

Program: C-1 (Congregate Meals)	Program: C-2 (Home-Delivered Meals)
# of Units to be Provided: 215	# of Units to be Provided: N/A
# of Sites to be Presented at: 1	# of Participants to be Presented to: N/A

4. RESPONSIBILITIES OF AGENCY/CONTRACTOR

- A. Identify person designated as supervisor or designee.
- B. Provide a general orientation for the dietitian to the Agency including its staff, policies, recording systems.
- C. Provide suitable space, equipment and materials.
- D. Make records available and if necessary send monthly menus to dietitian for review, analysis, and approval.
- E. Maintain documentation of each training session including sign-in sheets, agendas, handouts, and completed evaluations.
- F. An annual Needs Assessment shall be performed by the ENP Provider to determine the particular Nutrition Education need of congregate meal participants.
- G. Will send Nutrition Education Service Unit Report monthly to DAAS.
- H. Agrees not to hire or contract with a Nutrition Ink Dietitian for a period of one year from termination of this contract unless facility pays RD's annual salary as buyout fee.

5. COPIES of subcontracts, licenses and insurance memoranda and/or letters of understanding shall be on file with the Contractor. Contractor shall be responsible to ensure all subcontractors meet the insurance requirements and for monitoring the insurance requirements in accordance with Article III, Section N.

6. The Sub-Contractor shall provide the following:

- (1). Indemnification - The Sub-Contractor agrees to indemnify, defend and hold harmless the Contractor and County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Sub-Contractor's acts, errors or omissions and for any costs or expenses incurred by the Contractor on account of any claim therefore, except where such indemnification is prohibited by law.
- (2). Insurance - Without in any way affecting the indemnity herein provided and in addition thereto, the Sub-Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with minimum limits as shown:
 - a. Sub-Contractor will maintain Worker's Compensation - in amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Sub-Contractor and all risks to such persons under this Contract.
 - b. Professional Liability - Professional liability insurance shall have limits of at least \$1,000,000 per claim or occurrence.
- (3). Proof of coverage - Sub-Contractor shall immediately furnish certificates of the required insurance policies to contractor evidencing the insurance coverage, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (3) days prior written notice to Contractor, and Sub-Contractor shall maintain such insurance from the time Sub-Contractor commences performance of services hereunder until the termination of the Contract. Within sixty (60) days of the commencement of this Contract, the Sub-Contractor shall furnish copies of the policies.

7. The Sub-Contractor shall complete all reporting and expenditure documents requested by Contractor. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by Contractor.

8. Sub-Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. Said records shall be kept and maintained at 3164 W. Ramsey St., Banning, Ca. 92220.

9. Sub-Contractor shall notify Contractor in writing of any change in mailing address, telephone or fax numbers and/or physical location within ten (10) days of the change.

10. HIPAA Law:

The Sub-Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Institution, hereunder, Sub-Contractor will have access to certain information of Institution that is confidential and constitutes valuable, special and unique property of Institution. Sub-Contractor agrees that they will at no time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Institution's express written consent, except pursuant to their duties hereunder, any confidential or proprietary information of Institution, including, but not limited to, information which concerns Institution's participants, cost, prices and treatment methods at any time used, developed or made by Institution, and which is not otherwise available to the public. Sub-Contractor shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Institution in writing, any participant or medical record information regarding Institution's participants, and Sub-Contractor shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Institution, regarding the confidentiality of such information. In addition, if necessary, Sub-Contractor agrees to assist in judicial proceedings any effort to obtain access to such records or information except such access as is expressly permitted by the aforementioned federal regulations.

11. Elderly Abuse. In accordance with W & I 15630 (a) all employees of the sub-contractor are mandated reporters of elder and dependent adult abuse. Mandated reporters are required to report all instances of physical abuse of elderly and dependent adults and may report other types of abuse.

Costs:

Nutrition Education and materials plus yearly plan	\$600
Site Monitoring quarterly.....	\$600
Staff Training quarterly.....	\$600
Mileage.....	\$200
Total.....	\$2000

(951) 849-5150 (951) 849-4799 Fax	Federal Tax I.D. Number 20-4651795
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SUBCONTRACTOR:

CITY:

NUTRITION INK

CITY OF MONTCLAIR

Merijane McTalley, R.D.

Paul M. Eaton, Mayor

Date: _____

Date: _____

ATTEST:

Yvonne L. Smith, Deputy City Clerk

Date: _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-52 WITH THE YWCA SAN GABRIEL VALLEY AND INLAND COMMUNITIES TO SERVE AS A RESOURCE AGENCY FOR THE HUMAN SERVICES DEPARTMENT	DATE: July 7, 2014 SECTION: AGREEMENTS ITEM NO.: 5 FILE I.D.: HSV042 DEPT.: HUMAN SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-52 with the YWCA San Gabriel Valley and Inland Communities (YWCA) to serve as a Resource Agency for the Human Services Department.

A copy of proposed Agreement No. 14-52 is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, Ontario-Montclair School District, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative continues to provide "a quality community for all, by working together as diverse, committed individuals and organizations." The YWCA is a nonprofit organization that has worked for 27 years promoting public health and engaging and empowering communities. The work of the YWCA in the areas of violence prevention, health and wellness, parent engagement, and empowerment strategies are conducted by culturally competent staff.

The YWCA will provide staff expertise and resource development assistance in the Human Services Department for Fiscal Year 2014-15 and will primarily focus on the following Healthy Communities support:

- Planning and resource development and facilitation of the MCC
- Maintain current grant requirements and identify and apply for future grants that support program sustainability and development
- Supervision of collection and utilization of evaluation data and prepare required reports
- Strategic planning and community engagement processes
- Supervision and recruitment of students and interns

The term of proposed Agreement No. 14-52 is July 1, 2014, through June 30, 2015.

FISCAL IMPACT: The City's contractual obligation for the YWCA to serve as a Resource Agency for the City of Montclair shall not exceed \$80,000 for the term of the contract.

Prepared by: <u>M. Richter</u>	Reviewed and Approved by: 
Proofed by: <u>Christine Smiderly</u>	Presented by: 

Should the City Council approve proposed Agreement No. 14-52, the funding has already been allocated in the Human Services Department Fiscal Year 2014-15 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-52 with the YWCA San Gabriel Valley and Inland Communities to serve as a Resource Agency for the City of Montclair.

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

AGREEMENT FOR CONTRACTED SERVICES

THIS AGREEMENT is made and entered into this 7th day of July 2014, by and between the City of Montclair, hereinafter referred to as the "**CITY**," and the YWCA San Gabriel Valley and Inland Communities, hereinafter referred to as the "**YWCA**."

1. Services To Be Performed by YWCA.

(a) **YWCA** agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated by the **CITY**.

(b) **YWCA** may, at **YWCA's** own expense, employ such assistants as **YWCA** deems necessary to perform the services required of **YWCA** by this Agreement.

(c) **YWCA** is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **CITY** and **YWCA** or any of **YWCA's** agents or employees. **YWCA** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. **YWCA**, its agents and employees, shall not be entitled to any rights and/or privileges of **CITY's** employees and shall not be considered in any manner to be **CITY's** employees.

2. Compensation.

(a) Except as otherwise provided in this Agreement, **CITY** agrees to compensate **YWCA** for services rendered under this Agreement for a total of \$80,000, based on the Scope of Work, Attachment A.

(b) **CITY** will pay no additional amount for travel or other expenses of **YWCA** under this Agreement.

(c) **CITY** will provide **YWCA** with forms, which **YWCA** will use to request payment under this Agreement unless **YWCA** can provide such forms. For each one-month period of service, a "Request for Payment" form must be returned to **CITY** in triplicate.

(d) **CITY** will not withhold any federal or state income tax for payment made pursuant to this Agreement. **YWCA** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement.

The term of this Agreement is July 1, 2014, through June 30, 2015. Termination is pursuant to the provisions of Section 6 of this Agreement. CITY shall not be obligated to pay YWCA any additional consideration unless YWCA undertakes additional services, in which instance the consideration shall be increased as CITY and YWCA shall agree in writing.

4. Obligations of YWCA.

(a) During the term of this Agreement, YWCA agrees to diligently prosecute the work specified in the attached "Description of Services" to completion.

(b) At all times during the term of this Agreement, YWCA agrees to provide workers' compensation insurance for YWCA's employees and agents as required by law. YWCA shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(c) YWCA shall indemnify, pay for the defense of, and hold harmless CITY and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of YWCA's negligent or willful acts and/or omissions in rendering any services hereunder. YWCA shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning YWCA or any employee and shall further indemnify, pay for the defense of, and hold harmless CITY of and from any such payment or liability arising out of or in any manner connected with YWCA 's performance under this Agreement.

5. Obligations of City.

(a) CITY agrees to comply with all reasonable requests by YWCA and to provide access to all documents reasonably necessary for the performance of YWCA's duties under this Agreement.

(b) CITY shall indemnify, pay for the defense of, and hold harmless YWCA and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of CITY's negligent or willful acts and/or omissions in rendering any services hereunder.

6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue to be ongoing, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should YWCA default in the performance of this Agreement or breach any of its provisions, CITY may terminate this Agreement by giving written 30-day notification to YWCA.

(c) If at any time during the performance of this Agreement CITY determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, CITY shall have the right to terminate the performance of YWCA's services hereunder by giving written notification to YWCA of its intention to terminate. At any time during the performance of this Agreement the YWCA may terminate this Agreement by giving written 30-day notification to CITY.

(d) In the event that CITY terminates this Agreement under paragraph (b) or (c) of this Section, YWCA shall only be paid for those services rendered to the date of termination. All cash deposits made by CITY to YWCA, if any, shall be refundable to CITY in full upon termination of this Agreement unless specified to the contrary below.

7. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for CITY and YWCA. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by YWCA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except CITY may unilaterally amend the Agreement to accomplish the changes listed below:

- (1) Increase dollar amount
- (2) Administrative changes
- (3) Changes as required by law

(c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of CITY,

YWCA, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of **CITY** or as part of any audit of **CITY**, for a period of three (3) years after final payment is made under this Agreement. **YWCA** shall preserve and cause to be preserved such books, records and files for the audit period.

(f) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

"CITY"
5111 Benito Street
Montclair, CA 91763
(909) 626-8571

"YWCA"
943 N. Grand Avenue
Covina, CA 91724
(626) 960-2995

By: _____
Paul M. Eaton
Mayor

By: _____
Lisa Brabo
Executive Director

Date: _____

Date: _____

ATTEST:

Yvonne Smith
Deputy City Clerk

Date: _____

ATTACHMENT A Scope of Work

During the term of this Agreement and in accordance with Section 1, the YWCA shall provide the services described below:

Strategic Planning

- Consistent with the draft Sustainability Plan (and its on-going updates or changes as may be agreed with the Director), support Human Services in its planning and implementation of Strategic Financing including Resource Requirements, Cost Management and Revenue Enhancement;
- Develop Action Plan including prioritization and identification of best practices to consider for MCC.

Supervision

- Supervise public health students including Fellows, field study interns and other programs;
- Provide screening, recruitment, and supervision of interns from colleges, as needed

Coordinate with other City projects

- Oversee coordination with all other Human Services-funded projects to ensure integration, accurate monitoring, and appropriate strategies to grow projects;
- Participate in, support, and facilitate the Montclair Community Collaborative;
- Engage with and support cross-program integration including Senior and Youth Centers, *Por La Vida*, After-School Programs, Montclair Medical Clinic, Healthy Montclair including Community Garden, Fruit Park, Farmers' Market and other grant funded Projects.

Communication and Consultation

- Maintain communication with appropriate City and Program staff regarding any work being conducted
- Provide guidance and technical assistance to City and program staff and to Human Services Project Staff.
- Facilitate and participate in meetings as required

Evaluation, Outcomes Assessment and Grant Writing

- Oversee and develop assessment and program evaluation strategies and efforts to any new and existing projects
- Participate in identifying, compiling information for, and coordinating grant writing
- Coordinate efforts with all other Human Services-funded projects to ensure integration, accurate monitoring, and appropriate strategies to grow projects

Contracts

- Responsible for all Human Services program contract administration and fiscal reporting

Sustainability

- Consistent with the draft Sustainability Plan (and its on-going updates or changes as may be agreed with the Director), support Human Services in its capacity building priorities to include the following:
 - Assist in the development, coordination, and roll out of a Montclair Human Services Sustainability Implementation Plan for FY 14/15;
 - Support and advise on the short-term capacity building priorities of staff development, strategic planning, knowledge sharing, and enhanced partnerships as outlined in the Sustainability Plan

- Support and advise on the mid-term capacity building priorities of Marketing and Communications, Talent Management, Adaptability to Change, and Basic Infrastructure; and
- Support and advise on the long-term capacity building priorities of Funding and Outcomes Orientation as outlined in the Sustainability Plan.

Invoices

- Provide itemized monthly invoices based on YWCA tasks and activities and/or deliverables conducted each month along with associated costs. The final invoice for the fiscal year must be submitted not later than the 10th of the July of the given fiscal year. Any monies invoiced after this deadline will not be paid.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-53 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO SUPPORT THE SENIOR CITIZEN TRANSPORTATION PROGRAM	DATE: July 7, 2014 SECTION: AGREEMENTS ITEM NO.: 6 FILE I.D.: HSV105 DEPT.: HUMAN SVCS.
--	--

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-53 with the San Bernardino County Department of Aging and Adult Services (DAAS) to support the Senior Citizen Transportation Program.

A copy of proposed Agreement No. 14-53 is attached for the City Council's review and consideration.

BACKGROUND: The San Bernardino County DAAS has awarded the City a contract to provide funding to support the Senior Citizen Transportation Program for older adults aged 60 and over. The Fiscal Year 2014-15 grant amount of \$6,920 would be used to help fund part-time salaries. The City of Montclair is contracted to annually serve 40 participants and provide 3,500 units of service (unit = one-way trip).

The term of proposed Agreement No. 14-53 is July 1, 2014, through June 30, 2015.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 14-53, a DAAS grant in the amount of \$6,920 would be awarded to the City. These funds have been allocated to the City through Senior Supportive Services.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-53 with the San Bernardino County Department of Aging and Adult Services to support the Senior Citizen Transportation Program.

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



County of San Bernardino

**CONTRACT
PURCHASE ORDERS
ONLY**

FOR COUNTY USE ONLY

	New	FAS Vendor Code		Dept.	Contract Number			
X	Change	CITYOFM731		SC	OOA	A		
	Cancel					131040 A-3		
ePro Vendor Number 00003363				ePro Contractor Number 131040 A-3				
County Department Department of Aging and Adult Services			Dept. OOA	Orgn. 671	Contractor's License No.			
County Department Contract Representative Gloria Perez			Telephone (909) 386-8145		Total Contract Amount \$20,760			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code 95200		Contract Start Date July 1, 2012	Contract End Date June 30, 2015	Original Amount \$6,920	Amendment Amount \$6,920			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
AAF	OOA	671	300	3357		\$6,920		
Project Name Senior Supportive Services			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D
			14/15	\$6,920				

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

Name
City of Montclair
 Address
5111 Benito Street
 Montclair, CA 91763
 Telephone
(909) 626-8571
 Federal ID No./Social Security No.

hereinafter called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 3

It is hereby agreed to amend Contract No. 131040 as follows:

V. FISCAL PROVISIONS

Section V is amended to read as follows:

- A. The maximum amount of funds available for reimbursement or payment under this Contract shall not exceed \$20,760, of which \$20,760 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor shall be payment in full for all Contractors services in the performance hereof, including travel and per diem (Attachment Q). The amount is broken down as follows:

Original Contract	July 1, 2012 through June 30, 2013	\$6,920
Amendment No. 1	July 1, 2013 through June 30, 2014	\$6,920
Amendment No. 2	July 1, 2013 through June 30, 2014 - No change in dollar amount	
Amendment No. 3	July 1, 2014 through June 30, 2015	\$6,920

- B. Contractor shall be compensated on a cost-reimbursement basis based on the Budget Summary (Attachment I), Program Budget (Attachment J), and Matching Funds (Attachment K) and incorporated by reference into this contract.
- C. Matching Contributions
1. In general, acceptable matching contributions are those that:
 - a. Are verifiable from the Contractor's records.
 - b. Are not included as contributions for other federally-assisted programs or projects.
 - c. Are necessary and reasonable for proper and efficient accomplishment of program objectives.
 - d. Are not paid by the Federal government under another award, except where authorized by Federal statute to be allowed for cost sharing or matching.
 - e. Are provided for in the approved budget when required.
 - f. Conform to other laws, regulations, and provisions of contract or agreements applicable to the program.
 2. Contractor shall provide a minimum of \$769 in matching contributions for 2014-15, which is the amount of Federal Title III funds provided under the Contract multiplied by 11.11% (Attachment K).
- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into Contractor designated checking or other bank account. Contractor shall promptly comply with directions and accurately completed forms provided by County required to process EFT payments.
- E. Costs for services under the terms of the Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F. Funds made available under this contract shall not supplant any federal, state or other governmental funds intended for services of the same nature as this contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- H. Upon written demonstration of need by Contractor, at the option of County, up to 10% of Title III Federal funds may be advanced to Contractor upon approval of the Director of DAAS. Any such advanced funds shall cause the amounts payable by DAAS to Contractor in subsequent months to be reduced by an amount equal to the amount of funds advanced divided by the number of months

remaining in the Contract period. No such advance shall increase the amount shown in Section V, Paragraph A above.

I. Reports

1. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data, and information requested by DAAS pertaining to the Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control.

2. Contractor shall submit to County all reports required by County, to include, but not limited to:

- a) Monthly Invoice
- b) Program Reports
- c) Monthly invoice (due to DAAS Administration by the 5th working day of the month following the month of service).

Above reports should be mailed to the following address:

DAAS Administration
Attention: Program Analyst
686 East Mill Street
San Bernardino, CA 92415-0640

d) When requested by County, Contractor agrees to work in conjunction with DAAS in developing and maintaining designated client database.

e) Annual Financial Reports

1) Final statement of expenditures and income for contract period ("Financial Closeout") within thirty days of the end of contract period, unless otherwise specified by County.

2) Equipment Inventory Report

Above financial reports should be mailed to the following address:

DAAS Administration
Attention: Fiscal Analyst
686 East Mill Street
San Bernardino, CA 92415-0640

J. Contractor shall return to DAAS, immediately upon written demand, any funds provided under the Contract which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Contract or the dissolution of the entity.

VI. RIGHT TO MONITOR AND AUDIT

Section VI is amended to read as follows:

A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.

B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all

records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant approved by County, at Contractor's own expense, who shall prepare and file with County a program specific audit as defined by OMB Circular A-133, within 60 days of the termination of the Contract.

ATTACHMENT A- WORK PLAN 2014-15 is added to the contract.

ATTACHMENT I - BUDGET SUMMARY - July 1, 2014 through June 30, 2015 is added to the contract.

ATTACHMENT J - PROGRAM BUDGET - July 1, 2014 through June 30, 2015 is added to the contract.

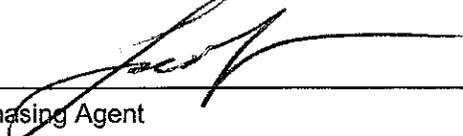
ATTACHMENT K - MATCHING FUNDS - July 1, 2014 through June 30, 2015 is added to the contract.

ATTACHMENT Q - PAYMENTS, BUDGETS, CLOSEOUTS AND ADUITS is added to this contract.

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

CONTRACTOR: City of Montclair


Purchasing Agent

Leo Gomez, Supervising Buyer
(Print or Type Name)

Dated 6/23/14


(Authorized signature - sign in blue ink)

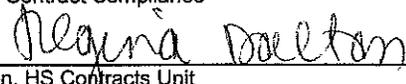
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated _____

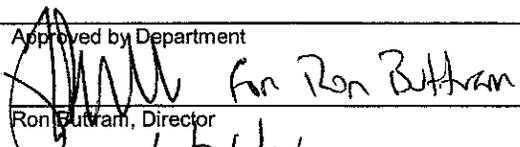
Address 5111 Benito Street
Montclair, CA 91763

Reviewed by Contract Compliance


Regina Dalton, HS Contracts Unit

Date 6-26-14

Approved by Department


Ron Buttram, Director

Date 6/26/14

TITLE III-B WORK PLAN
City of Montclair
 FY 2014 – 2015

This work plan contains the measurable objectives mandated by the County of the service provider. The work plan specifies and establishes time frames either on an annual basis or, where required by state regulations, on a quarterly basis. The work plan constitutes the primary document for ongoing monitoring, Annual Program Performance Review/Fiscal Audit and will be used to measure the provider's efforts toward providing quality services.

Scope of Work

A. Contractor shall provide service(s) in the following Regional Service Area(s) (RSA):

RSA	Communities
Valleys	City of Montclair only

B. Services shall be provided as follows:

Valleys Regional Service Area				
Service Category	Number of Clients to be served	Number of Priority Clients to be served	Number of Units to be provided	Registered ¹ / Non-Registered ² Service
Assisted Transportation	40	30	3,500	Registered

¹ **Registered Service** - Reporting requirements include unduplicated client counts by individual characteristics, ADLs/IADLs and service units.

² **Non-Registered** - Reporting requirements include estimated unduplicated client counts and service units.

C. Service Definitions – Service category definitions and units of measure are as follows:

Service Category	Unit Measure	Definitions
Assisted Transportation	1 One Way Trip	Assistance and transportation, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

D. Clientele and Eligibility Criteria

1. The clients served under this program are individuals age 60 and older. Proof of age or citizenship shall not be required as a condition of receiving services. Means tests shall not be used by any Contractor for any Title III-B services.
2. Services shall not be denied to any Title III-B client that does not contribute toward the cost of the services received.
3. Clients will be given priority for services who are socially and/or economically needy with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas and who are not eligible for services from any other source.
4. Cost Sharing shall not be implemented for any Title III-B service until so notified by DAAS.
5. Individuals referred by DAAS staff shall be given first priority for services under this agreement.

E. Intended Outcomes

1. Staff and/or volunteers providing services must be trained and qualified in the safe provision of services provided under this contract.
2. Outreach shall be conducted by Contractor in the communities served through a minimum of four (4) presentations to community groups and organizations. All outreach activities will be documented and kept on file to be reviewed during program monitoring to be scheduled and conducted by DAAS staff.
3. A cost allocation plan which explains the methods used to allocate costs between programs with funds received from DAAS shall be developed by Contractor and on hand for review by DAAS.
4. A client or participant satisfaction survey shall be conducted by Contractor at least once per year. The survey form must be approved by designated DAAS staff prior to its use and all findings from the survey must be used to improve services. The returned surveys and tabulated results must be kept on file for review by DAAS staff.
5. For churches, community service centers and small stores serving minority communities, Contractor shall prepare posters, signs and brochures in languages other than English. Contractor shall post signs and distribute brochures in those communities.

II. Service Delivery Activities**A. Staffing**

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement. This includes a Director and additional personnel as determined by the size of the service area and the method and level of service provision needed to fully comply with the terms of this work plan and agreement.
2. This staff shall be available to DAAS for training and meetings which DAAS may find necessary from time to time.

B. Volunteer Staff

1. Volunteers are individuals who work without pay in the performance of essential duties to conduct the program. In some cases, the Director may be a volunteer.
2. Volunteers shall not replace paid personnel.

C. Training Activities

1. Provide training both on the job and in formal training sessions, as appropriate, to improve the understanding of paid staff about the service(s) being provided. Wherever required by law and/or ordinance, licensed staff must be trained to carry out assigned duties. In addition, annually evaluate paid staff performance to determine his/her effectiveness, skill development and understanding of tasks they are assigned. Documentation of training shall be kept on file at the provider's main office for review by DAAS during program monitoring to be scheduled and conducted by DAAS.
2. Volunteers should be provided on the job training and opportunities for formal training to improve skills and understanding of the service being provided. Wherever required by law or ordinance, volunteers must be trained and/or licensed to carry out assigned duties. Documentation of training shall be kept on file at the provider's main office for review by DAAS during program monitoring to be scheduled and conducted by DAAS staff.

III. Other Service Requirements**A. Physical Set-Up**

1. Where services are provided in a care center, office, or any setting outside the client's home, the environment must be attractive, clean, and free from obstacles which could cause injury.
2. Post floor plans identifying emergency exits, assembly areas, etc., and conduct evacuation drills at least twice a year. Proof of evacuation drills will be kept on file duly signed by the Fire Marshal or other authorized agency within the community where the service site is located.

B. Client Contributions and Confidentiality

1. Provider shall encourage seniors to contribute to the cost of services by notifying them at least annually, using the DAAS voluntary contribution flyer, "Senior Service Programs" (Attachment P)

ATTACHMENT A

that donations are accepted and are important to maintaining the service(s) provided. Provider shall notify Title III-B Senior Service Programs clients of voluntary contribution opportunities by posting the voluntary contribution flyer in a prominent area where services are provided (if not in-home) and by issuing the half-sheet flyer at the time of program enrollment. The provider shall not in any way employ tactics which could be viewed as coercive, embarrassing, and/or obligatory to the service being provided.

2. Any donation letters sent to clients for Title III services may not resemble a bill or a statement and shall stipulate that contributions are voluntary and not required to receive service.
3. All contributions from recipients of contracted services shall be used to increase the amount of service being provided in the program(s) funded by DAAS.
4. The provider shall ensure that all contributions by eligible participants are kept confidential.
5. Provider shall establish appropriate procedures to safeguard and account for all contributions.

C. Coordination Activities

1. Provider shall participate within appropriate coordination bodies established by state law and/or County ordinance.
2. Provider shall include the following statement on all advertising, posters and brochures, etc. for services funded through this Contract:

"Funding for this service has been provided by the San Bernardino County Department of Aging and Adult Services through a grant award from the California Department of Aging."

3. Provider shall coordinate service with other County departments and local agencies by providing time within the facility during participant meetings, staff meetings, and volunteer meetings, etc.,

for presentations on special activities that promote a Community Based System of Care for elderly clients. All coordination activities must be documented and kept on file for review by DAAS.

D. Program Reporting Requirements

1. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data, and information requested by DAAS pertaining to Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control which includes orienting and training staff regarding program data collection and reporting requirements.
2. Contractor shall meet the following standard for its service performance reporting systems:
 - a. The following reports are to be submitted to DAAS when indicated:

- 1) Monthly (Due by the 5th working day of each month)
 - a) For Non-registered Services:
 - DAAS III-B Non-Registered Service Unit Report
 - b) For Registered Services:
 - Monthly Units Roster
 - Newly enrolled or updated client "Intake Sheets"
 - "New Client Roster" if new clients enrolled in a contracted, registered service.
- 2) Quarterly
 - Program modification request in writing to DAAS. Contractor shall describe, in detail, necessary program changes and the reasons for the requested modification.
- b DAAS may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as DAAS determines that the financial management standards are met.
- c. Reported service and client data will be verified by DAAS during the program monitoring visit. Additionally, audit files shall include but are not limited to a copy of the Monthly Service Report.
- d. Report monthly expenditures to DAAS by the fifth (5th) working day of the month. Maintain support files including, but not limited to, invoices, payroll, and other supporting documents, all of which will be attached to a copy of the expenditures report and kept on file by month for review during the Annual Audit.
- e. Maintain records, by month, that support claimed in-kind expenditures.

In the event additional funds become available, the provider will use the funds to increase the services provided to elderly clients by either increasing the number of individuals served or by increasing the units of service provided or both. Exceptions to this requirement, for instance the use of additional funds to purchase equipment, must be fully documented in writing and submitted to DAAS for prior approval. Failure to abide by this work plan will constitute just cause for sanctions being imposed.

ATTACHMENT I

BUDGET SUMMARY 2014-15

DEPARTMENT OF AGING AND ADULT SERVICES
 Title IIIB Supportive Services

Original [X]	Revised []	Fiscal Year: 14/15
Agency: City of Montclair	Contact Name: Marcia Richter	Date: 05/21/14

Budget Information				Total \$
Service Program	Grant Funding \$ (Attachment A2)	Program Income \$	Matching Funds (Attachment A3)	
			Matching Cash \$	In-Kind \$
1 Assisted Transportation	\$6,920		\$1,042	\$7,962
2				
3				
4				
5				
6				
7				

FOR DMS USE ONLY

Approved by:	date:
signature:	date:

ATTACHMENT J

PROGRAM BUDGET 2014-15

DEPARTMENT OF AGING AND ADULT SERVICES
Title IIIB Supportive Services

Note: Include expenses related to grant funding only (do not include expenses shown on Attachment A3)

	Program/Service: Assisted Transportation	Program/Service:	Program/Service:	Program/Service:	Total Cost
Staff Positions (list separately):					
Transportation Coordinator	\$6,920				\$6,920
subtotal - Personnel	\$6,920				\$6,920
Equipment*					
Non-Inventory Equipment					
Operating Expenses					
Contracted Services					
Indirect Cost*					
<LESS> Program Income					
TOTALS	\$6,920				\$6,920
Definitions:					
Equipment:	Tangible personal property with a useful life of more than one year and an acquisition cost of \$500 or more per unit. All equipment purchases require prior approval of County.				
Operating Expenses:	Travel, supplies, rent, insurance, vehicle costs, utilities, or other allowable costs required by Program.				
Contracted Services:	Funds paid to an outside organization for the purpose of having that organization carry out a significant portion of the program. Subcontracts require prior written approval of DAAS.				
Indirect Cost:	Costs incurred for a common or joint purpose that are not directly related to contracted services. Requires Indirect Cost Rate Plan approved by DAAS. Claimed amount may not exceed 8% of direct costs.				
Program Income:	Revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is: 1. Voluntary contributions received from a participant or responsible party as a result of services. 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement. 3. Royalties received on patents and copyrights from contract-supported activities. 4. Proceeds from sale of items fabricated under a contract agreement.				

ATTACHMENT K

MATCHING FUNDS 2014-15

DEPARTMENT OF AGING AND ADULT SERVICES
Title IIIB Supportive Services

Note: Include expenses related to grant funding only (do not include expenses shown on Attachment A3)

	Program/Service: Assisted Transportation		Program/Service:		Program/Service:		Totals
	Cash Match	In-Kind Match	Cash Match	In-Kind Match	Cash Match	In-Kind Match	
Staff Positions (list separately):							
Senior Program Specialist	\$1,042						\$1,042
Subtotal Personnel	\$ 042						\$1,042
Equipment*							
Non-Inventory Equipment							
Operating Expenses							
Contracted Services							
Indirect Cost*							
<LESS> Program Income							
TOTALS	\$ 042						\$1,042
Definitions:							
Equipment:	Tangible personal property with a useful life of more than one year and an acquisition cost of \$500 or more per unit. All equipment purchases require prior approval of County.						
Operating Expenses:	Travel, supplies, rent, insurance, vehicle costs, utilities, or other allowable costs required by Program.						
Contracted Services:	Funds paid to an outside organization for the purpose of having that organization carry out a significant portion of the program. Subcontracts require prior written approval of DAAS.						
Indirect Cost:	Costs incurred for a common or joint purpose that are not directly related to contracted services. Requires Indirect Cost Rate Plan approved by DAAS. Claimed amount may not exceed 8% of direct costs.						
Program Income:	Revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is: 1. Voluntary contributions received from a participant or responsible party as a result of services. 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement. 3. Royalties received on patents and copyrights from contract-supported activities. 4. Proceeds from sale of items fabricated under a contract agreement.						

PAYMENTS, BUDGET, CLOSEOUTS AND AUDITS**I. Funds****A. Expenditure of Funds**

1. Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources' rules and regulations. This is not to be construed as limiting Contractor from paying any differences in costs between the rates specified above and any rates the Contractor is obligated to pay under other contractual agreements from funds other than those provided pursuant to this Agreement.
3. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from County.
4. Contractor agrees to include these requirements in all contracts it enters into with subcontractors or vendors to provide services pursuant to this Agreement.
5. County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, when determined by the County to be out of compliance with this Agreement, unrelated or inappropriate to the contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by Contractor, and shall be maintained in accordance with Generally Acceptable Accounting Principles and Procedures, and those Cost Principles established by the Office of Management and Budget.
2. **Financial Management Systems**
Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR Section 74.21 (not for profit organizations):
 - a) Financial Reporting
 - b) Accounting Records
 - c) Internal Control
 - d) Budgetary Control
 - e) Allowable Costs
 - f) Source Documentation
 - g) Cash Management

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to County immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation or expiration of this Agreement or dissolution of the entity.

D. Availability of funds

1. It is understood by the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur of this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the County by the United States Government or State of California for the fiscal years appropriate for the purpose of the services described herein.

3. Funding Reduction(s)

- a. If funding for any County fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either:
 - Terminate the Agreement
 - Amend the agreement to reflect the reduced funding that will be available.
- b. In the event that County elects to offer an amendment, it shall be mutually understood by both parties that 1) County reserves the right to determine which contracts, if any under this program shall be reduced; 2) some contracts may be reduced by a greater amount than others; 3) the County shall determine in its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted below).
3. Program Income must be spent before contract funds and may reduce the amount of contract funds payable to Contractor.
4. If Program Income is earned in excess of the amount reported by County in the Contractor's approved budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year, if approved by County.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet any requirements for matching contributions specified in this Agreement.
7. Program Income must be used to expand baseline services.

F. One Time Only (OTO) Funds

OTO funds shall be only be used for the following purposes:

1. The purchase of equipment that enhances the delivery of services to the eligible service population.
2. Home and community-based projects that are approved by County in advance.
3. Innovative pilot projects that are approved in advance by County, and are designed for the development of a comprehensive and coordinated system of care as defined in [45 CFR 1321.53(a) & (b)].
4. OTO funds can be used to maintain or increase baseline services; however it is understood by the parties that such use of OTO funds creates no expectation of service delivery beyond the current contract period.
5. Nutrition Services Incentive Program (NSIP) OTO funds shall be used only to purchase food to be used by Contractor in Contractor's Elderly Nutrition Program.

G. Matching Contributions

1. Cash and/or in-kind contributions may be counted as match if such contributions are used to meet program requirements.
2. Matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or its subcontractors.
3. Only allowable costs as established by Office of Management and Budget (OMB) cost principles may be reported as matching contributions.
4. Services of volunteers or other costs reported as "in-kind" matching contributions shall be valued at rates consistent with those of similar work or services paid by Contractor. If Contractor does not offer similar work or purchase similar services, rates shall be consistent with those in local market area.

H. Budget and Budget Revision

1. Contractor shall be compensated for expenses only as itemized in the approved budget that is incorporated by reference into this Agreement as Attachment K and O. The Contractor shall not be entitled to payment for expenses related to this Agreement until the budget has been reviewed and approved by County.

2. No budget revision may result in an increase of the maximum dollar amount stated in Section V, Paragraph A. The written request must specify the line item or Service Category changes requested, and must include justification for the request changes.

For the purpose of this section,

- a. "Service Category" shall be defined as that classification of activities defined in the Older Americans Act (OAA) that is specific to each OAA funded grant program; and
- b. "Service" shall be defined as the activities that are defined within a Service Category.

Examples of Service Categories include Supportive Services, Congregate and Home-delivered Nutrition Services, Disease Prevention/Health Promotion Services, and Family Caregiver or Grandparent Support Services. Examples of Services include nutrition education, transportation, information assistance, senior center staffing, respite care, access assistance, and supplemental services.

County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount.

3. Contractor shall submit a budget revision to the County, in advance of expenditures when:
 - a. Changes to line item expenditures are expected to exceed the amount of the approved budgeted line item by more than ten (10%) of the amount specified in Section V, Paragraph A.
 - b. New budget line items are to be added.
 - c. When the changes being requested involved the transfer of funds between Service Category.
 - d. When the changes being requested involve the transfer of funds amount Services within a Service Category.
 - e. When otherwise requested by County.
4. Contractor shall maintain a written record of all budget changes including line item or service category changes. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.
5. The final date to submit to a budget revision is March 30th of the contract period unless otherwise specified by County.

I. Indirect Costs

1. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefiting cost objectives. A cost may not be allocated to an award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a direct cost.
2. Examples of indirect cost may include: depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting
3. The maximum reimbursement amount allowable for indirect costs is eight (8) percent of Contractor's direct costs, excluding in-kind contributions and non-expendable equipment. Indirect costs exceeding the eight (8) percent maximum may be budgeted as in-kind and be used to meet the minimum matching contribution requirements.
4. Contractor agrees to include the above requirement in all contracts it enters into with subcontractors or vendors to provide services pursuant to this agreement.
5. Reimbursement for indirect costs shall be on the basis of an indirect cost rate plan documenting the methodology used to determine the indirect costs that shall be submitted by Contractor to DAAS and be approved by DAAS.

J. Financial Closeout

1. Contractor shall submit a final statement of expenditures and income ("Financial Closeout") to County within thirty days of the end of contract period, unless otherwise specified by County.
2. Federal funds otherwise payable to Contractor by County shall be reduced proportionately by County to maintain the required matching contributions ratio if amount of matching contributions reported by Contractor is less than minimum required matching contribution amount specified in Section V.A ("Fiscal Provisions") of this Contract .

K. Audits

1. Contractors that expend \$500,000 or more in Federal awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and submit a copy of such audit report to DAAS.
2. Copy of report shall be submitted to DAAS within 30 days of receipt of auditor's report by Contractor, or nine months after the end of the audit period, whichever occurs first, unless a longer period is agreed to in advance by DAAS.
3. Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced herein. In addition, should contractor's SEFA totals be reported on the basis of a fiscal year period other than County's fiscal year (July 1 through June 30), a supplemental schedule shall be included that reconciles Contractor's reported expenditures to County fiscal year period.
4. For state contracts that do not have CFDA numbers, Contractor shall ensure that State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number and as passed through the California Department of Aging.
5. The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit as well to each of Contractor's subrecipients.
6. The Federal Grantor for the following programs is the U.S Department of Health and Human Services, Administration on Aging:

93.044	Special Programs for the Aging – Title III, Part B = Grants for Supportive Services and Senior Centers (Title III-B).
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7. Cluster of programs means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA) and other clusters. "Other Clusters" are defined by the OMB in the Compliance Supplement or as designated by a State for federal awards provided to its subrecipients that meet the definition of cluster of programs. When designating an "other cluster", a State shall identify the federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with S.400 (d) (1) and S.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in S.520, and with the exception of R&D as described in S.200 (c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Corporations).
8. Contractor shall perform a reconciliation of its "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and be made available to DAAS for review.
9. Contractor shall ensure that single audit reports for Contractor meet OMB Circular A-133 requirements, including but not limited to:
 - a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
 - b. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.

- c. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) of compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs.
 - e. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.
10. Contractor shall include in its contract with the independent auditor that the auditor will comply with all applicable requirements/standards, that the County shall have access to all audit reports and supporting work papers, and that the County shall have the option to perform additional work if needed.
11. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996 are allowable charges to Federal awards. Contractor may not charge to Federal awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection __200(d).
12. Contractor shall cooperate with and participate in any additional audits which may be required by State or County.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-54 WITH AZUSA PACIFIC UNIVERSITY TO IMPLEMENT A CLINICAL FIELD EXPERIENCE PROGRAM AT THE MONTCLAIR MEDICAL CLINIC	DATE: July 7, 2014 SECTION: AGREEMENTS ITEM NO.: 7 FILE I.D.: HSV043 DEPT.: HUMAN SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-54 with Azusa Pacific University (APU) for implementation of a university-level field placement program at the Medical Clinic for nursing students.

BACKGROUND: APU has presented an agreement for implementation of a Field Experience Program to offer APU nursing students an opportunity for community experience while working with programs at the Medical Clinic. The student(s) would assist the Medical Clinic in the areas of health assessments and home visits.

The City of Montclair will provide the field site for APU field student(s) at the Medical Clinic under the supervision of the Medical Clinic Coordinator.

The term of proposed Agreement No. 14-54 would be three years or until terminated by APU or the City of Montclair by either party providing advance written notice.

FISCAL IMPACT: There would be no fiscal impact to the City's General Fund should the City Council approve proposed Agreement No. 14-54.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-54 with Azusa Pacific University to implement a Clinical Field Experience Program at the Montclair Medical Clinic.

Prepared by:

M. Richter
Gene L. Smith

Proofed by:

Reviewed and
Approved by:

Presented by:

[Signature]
[Signature]

CLINICAL AFFILIATION AGREEMENT BETWEEN
AZUSA PACIFIC UNIVERSITY
SCHOOL OF NURSING
and

CITY OF MONTCLAIR

Azusa Pacific University, domiciled in the City of Azusa, State of California (hereinafter called "UNIVERSITY") and City of Montclair domiciled in the City of Montclair, State of California (hereinafter called "FACILITY"), hereby agree:

RECITALS

UNIVERSITY is an institution of higher learning, which presently offers Bachelor's, Master's and Doctorate Degrees in various disciplines, fully accredited by the Western Association of School and Colleges, and the Commission on Collegiate Nursing Education (CCNE). FACILITY is an institution, which offers health services and facilities, and maintains appropriate state licensure.

UNIVERSITY and FACILITY desire to assist and cooperate with each other in providing instruction and clinical experience to students of nursing, which leads to the awarding of elective credit toward a Bachelor's, Master's or Doctorate degree, and/or continuing education units, from Azusa Pacific University.

UNIVERSITY has determined that its utilization of FACILITY comports with the requirements of section 1427 of title 16 of the California Code of Regulations.

TERMS OF AGREEMENT

1. ACCREDITATION:

FACILITY shall undertake to maintain standards of care and all other requirements necessary to insure continued Medi-Cal and/or Medicare certification and appropriate state licensure. It is recognized that UNIVERSITY is under the jurisdiction of various accrediting agencies with whose standards it must comply if UNIVERSITY is to maintain accreditation, and it is therefore agreed that UNIVERSITY will administer the Degree Program, and that

UNIVERSITY will prescribe curriculum and courses of study. It is agreed that the Program is the responsibility of UNIVERSITY, and that UNIVERSITY is in authority of the administration of the same. UNIVERSITY personnel recognize the responsibility to plan and work collaboratively and cooperatively with FACILITY, in providing student learning and patient care. Appropriate representatives of UNIVERSITY and FACILITY will meet as needed for the purpose of interpreting, discussing and evaluating students' clinical experience at the FACILITY.

Upon failure of either party to this AGREEMENT to obtain or maintain its certification or accreditation, the party hereto which has certification or accreditation, at its election, may terminate this AGREEMENT at the end of the academic year of the UNIVERSITY by giving at least one semester's written notice thereof to the party that does not have its said certification or accreditation and thereupon, this AGREEMENT shall terminate without further liability hereunder by either party to the other, except as provided for in Section 7 of this AGREEMENT. The term semester as used herein, means one half of a regular school year as now conducted by UNIVERSITY or its then equivalent.

2. TRANSPORTATION OF NURSING STUDENTS BETWEEN UNIVERSITY AND FACILITY:

Neither UNIVERSITY nor FACILITY will provide transportation for nursing students between campus of UNIVERSITY and FACILITY. Each nursing student shall be responsible for his or her transportation between UNIVERSITY campus and FACILITY.

3. INSURANCE:

- (a) Worker's Compensation Insurance and Employer's Liability Insurance: FACILITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. UNIVERSITY shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and students.
- (b) Professional Liability Insurance: FACILITY shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. UNIVERSITY shall carry professional

liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and students.

- (c) General Liability Insurance: FACILITY shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. UNIVERSITY shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and students.
- (d) UNIVERSITY maintains proof of all insurance coverage and will provide said proof to FACILITY upon request. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any insurance coverage required by this Agreement, UNIVERSITY shall give written notice thereof to FACILITY not more than ten (10) days following the date of UNIVERSITY'S receipt of such notification.
- (e) FACILITY maintains proof of all insurance coverage and will provide said proof to UNIVERSITY upon request.

4. CONFIDENTIALITY:

All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the FACILITY or the project shall remain strictly confidential and shall not be disclosed without consent of the FACILITY.

The University shall notify students that they are responsible for respecting and maintaining the confidentiality of all Health Information with respect to all patients of the FACILITY, including without limitation, all Health Information regarding a patient's: 1) Medical treatment and condition; 2) Psychiatric and Mental Health; and 3) Substance abuse and Chemical dependency, which the student may receive pursuant to this Agreement. The student agrees to comply with the terms and conditions of the: (i) Confidentiality of Medical Information Act of 1981, California Civil Code Section 56 et seq. (General Patient Medical Records); (ii) California Welfare & Institutions Code §5328.6 and §5328.7 (Mental Health Records); and (iii) 42 U.S.C. §§290dd-2; (iv) Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Regulations promulgated thereunder (42 U.S.C. Sections 1320d-2 and 1320d-4; 45 C.F.R. Subtitle A, Subchapter C, Parts 160 – 164), as amended from time to time.

5. STUDENT AGENCY ASSIGNMENT:

The assignment of nursing students within the FACILITY shall be made by the UNIVERSITY, or UNIVERSITY faculty assigned to the facility (if any), in accordance with students' educational needs as determined by the curriculum of the UNIVERSITY'S program. Physical facilities of FACILITY for such assignments will be made available therefore by FACILITY, and FACILITY will adhere to the placement objectives set forth by the UNIVERSITY.

- The student will be officially enrolled in a nursing course of study at Azusa Pacific University.
- The student will work with a FACILITY preceptor(s) agreed upon by FACILITY, UNIVERSITY and student.
- The UNIVERSITY and/or student will prepare objectives for the clinical experience with the approval of UNIVERSITY faculty and FACILITY preceptor(s), and FACILITY'S preceptor(s) shall instruct students in their clinical training at FACILITY in accordance with those objectives.
- The clinical hours to meet the student's learning needs will be jointly arranged by the UNIVERSITY, FACILITY, and student.
- Student evaluations will be the responsibility of the UNIVERSITY faculty with input from the FACILITY preceptor(s).
- The student will meet all time obligations or otherwise notify the FACILITY preceptor(s) of alterations in advance.
- The UNIVERSITY shall notify students that they are responsible for following the internal protocols, policies, procedures, rules and regulations established by FACILITY; and all requirements of the Joint Commission on Accreditation of Healthcare Organizations ("Joint Commission" or "JCAHO"), as may be revised from time to time.

6. RESERVATION OF RIGHTS:

FACILITY reserves the right for its Administrator to exercise exclusive control over the administration, operation, maintenance and management of FACILITY, and faculty and students

while students are in residence at the FACILITY and subject thereto. UNIVERSITY reserves the right to exercise control and supervision over the operation, curriculum, faculty and students of the School of Nursing within the prescribed framework.

7. TERMINATION AND TERM LENGTH OF THIS AGREEMENT:

The AGREEMENT may be terminated by either party thereto by delivery of thirty (30) days prior written notice of termination to the other party hereof, and delivery of a copy of said notice to the Board of Directors or Trustees, or the organization having jurisdiction over either of the parties hereto, or of which either party hereto is a member, and whose laws, rules or regulations require that such notice be given to such Board or organization. In the event such notice of termination is given for any reason including for loss of certification or accreditation as provided for in Section 1 hereof, the UNIVERSITY and FACILITY will continue to discharge their obligations as expressed herein to each other as to the nursing students then enrolled. This AGREEMENT is for the term of three (3) years, unless earlier terminated pursuant to the terms of this Agreement.

8. MISCELLANEOUS:

- (a) Patient Care: The FACILITY shall remain in charge of and provide appropriate supervisory personnel for patient care. FACILITY is at all times responsible for care and supervision of its patients, and FACILITY warrants that FACILITY has adequate staffing to ensure safe and continuous health care services to FACILITY'S patients, and that students shall not be substituted for FACILITY staff necessary for reasonable coverage.
- (b) Orientation: The FACILITY will provide for the UNIVERSITY and its nursing students and faculty appropriate orientation prior to and, if required, during each semester. Orientation shall include familiarization with relevant FACILITY purpose, policies, procedures and facilities.
- (c) Hepatitis B: UNIVERSITY requires the hepatitis B vaccine and vaccination series for all of its health care students who have occupational exposure. UNIVERSITY also follows up with all students who have had an exposure incident at no cost to them, once the student has received the required training and within ten working days of

initial assignment. All students are assured that if the hepatitis B vaccination has previously been declined (for which a signed declaration has been obtained) that the vaccination series is still available to such student.

- (d) Universal Precautions: The UNIVERSITY nursing curriculum contains Universal Precautionary Practices, which include a general explanation of the epidemiology and systems of blood borne disease, modes of transmission, and information on the hepatitis B vaccination, as well as other pertinent information.
- (e) Health Clearance: The UNIVERSITY assumes responsibility for maintaining a current (within a year) certification of health clearance, including verification of a titer test proving immunity to rubella and measles or proof of immunization, PPD Test or chest x-ray showing no active tuberculosis, verbal screening for clinical history of Varicella-zoster virus infection (chicken pox), and proof of immunization against hepatitis B (heptavac). UNIVERSITY shall ensure compliance with this Paragraph and shall maintain files of all health examinations of students assigned to FACILITY.
- (f) Background Check: The UNIVERSITY shall require each assigned student to submit to a complete background check as a condition of participation in the Program. The background check will be considered "completed" if it includes all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment; (2) confirmation that the assigned student is not listed as sexual offender and, if requested by the FACILITY, in any child abuse registry; (3) evidence that the assigned student is eligible to participate in all federal and state health programs and verification that the student is not on the OIG or GSA exclusion list.

9. MUTUAL INDEMNIFICATION:

- (a) UNIVERSITY shall indemnify, save and hold harmless FACILITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of UNIVERSITY officers, directors, agents, students and employees during the course and scope of a UNIVERSITY's student's

clinical training.

- (b) FACILITY shall indemnify, save and hold harmless UNIVERSITY, its officers, directors, agents and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of FACILITY officers, directors, agents or employees during the course and scope of a UNIVERSITY's student's clinical training.

10. AMENDMENTS:

This AGREEMENT and each of their terms and provision hereof may be amended from time to time by the parties hereto by written amendment only and executed by the parties hereto.

11. STATUS OF STUDENTS: The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:

- (a) **Students Participating in Unpaid Internship not at Student's Place of Employment:** It is understood by the parties that the UNIVERSITY's students are fulfilling specific requirements for clinical experiences as part of a degree requirement, and therefore, the UNIVERSITY's students do not thereby become employees or agents of UNIVERSITY by virtue of their clinical training. The UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students, pursuant to Section 3 (Insurance) of this Agreement.
- (b) **Students Participating in Unpaid Internship at Student's Place of Employment:** It is understood by the parties that the UNIVERSITY and FACILITY shall keep the clinical training and work duties of the UNIVERSITY's students strictly separate. The UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students' clinical training, pursuant to Section 3 (Insurance) of this Agreement, and the FACILITY shall be responsible for providing insurance coverage for such students' activities as an employee.

- (c) **Students Participating in Paid Internship:** If the UNIVERSITY's students are provided with a nominal stipend from the FACILITY intended to reimburse them for estimated expenses related to their clinical training, the UNIVERSITY's students do not thereby become employees or agents of FACILITY, and UNIVERSITY shall be responsible for providing general liability, professional liability, and workers' compensation coverage for such students pursuant to Section 3 (Insurance) of this Agreement; however, FACILITY shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the UNIVERSITY's students are paid by the FACILITY for their services, then they become employees of the FACILITY, and FACILITY is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section 3 (Insurance) of this Agreement; in addition, Section 9 (Mutual Indemnification) shall not apply to either party.

IN WITNESS WHEREOF, the Parties to this AGREEMENT have hereunto set their hands in duplicate, this _____ day of _____, 2014.

SIGNATURE PAGE TO FOLLOW

CITY OF MONTCLAIR
5111 Benito Street
Montclair, CA 91763
909-625-9464 Phone
909-621-1584 Fax

AZUSA PACIFIC UNIVERSITY
701 East Foothill Boulevard/P.O. Box 7000
Azusa, CA 91702-7000
626-815-5386 Phone
626-470-9644 Fax

Paul M. Eaton
Mayor

Aja Tulleners Lesh, PhD, RN
Dean, School of Nursing

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Date: _____

Date: _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-55 AMENDING AGREEMENT NO. 13-41 WITH MARIPOSA LANDSCAPES, INC., FOR LANDSCAPE MAINTENANCE SERVICES	DATE: July 7, 2014 SECTION: AGREEMENTS ITEM NO.: 8 FILE I.D.: STA500 DEPT.: PUBLIC WORKS
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REASON FOR CONSIDERATION: Agreement No. 13-41 with Mariposa Landscapes, Inc., for landscape maintenance services expired on June 30, 2014. Mariposa Landscapes, Inc., is requesting to exercise the first of three additional terms and an increase in landscape maintenance service costs of 3 percent. The City Council is requested to consider approval of Agreement No. 14-55 with Mariposa Landscapes, Inc., to continue landscape maintenance services by amending Agreement No. 13-41.

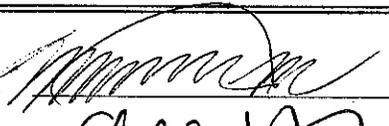
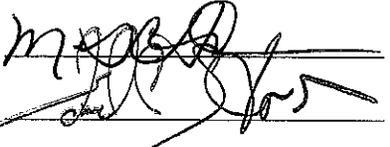
A copy of proposed Agreement No. 14-55 is attached for the City Council's review and consideration.

BACKGROUND: At its meeting of June 17, 2013, the City Council approved Agreement No. 13-41 with Mariposa Landscapes, Inc., for landscape maintenance services. Agreement No. 13-41 was a one-year agreement expiring on June 30, 2014, that included a clause allowing for three additional three-year extensions.

In consideration of the City's ongoing financial challenges, Mariposa Landscapes, Inc., has requested a moderate rate increase of only 3 percent for the next three years.

FISCAL IMPACT: The cost to provide landscape maintenance services is \$24,949.69 per month for the next three years. Funds for this purpose are included in the Fiscal Year 2014-15 City budget under Public Works/Landscape Maintenance.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-55 amending Agreement No. 13-41 with Mariposa Landscapes, Inc., for landscape maintenance services.

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

M A R I P O S A
L A N D S C A P E S I N C

June 25, 2014

Mr. Mike McGehee – Facilities and Grounds Superintendent

City of Montclair
Public Works Department
5111 Benito Street.
Montclair, CA 91763
Phone #909-625-9443 Fax # 909-627-1685

RE: Landscape Maintenance Agreement No. 13-41

Dear Mr. McGehee,

This letter is to confirm our desire to extend our current landscape maintenance contract for the first of three, three year extensions as indicated on Section II of our agreement. This first three year term will commence on July 1, 2014 and will end on June 30, 2017.

As mentioned during our meeting on 6/24/14. Due to the upcoming increases to the California minimum wage, healthcare reform and other operating costs, we are requesting a 3% increase to our current contract price and unit prices. This increase will help us offset some of the extra cost we will incur due to these State and Federal mandated laws. Effective July 1st 2014 our monthly price will go from \$24,223.00 to \$24,949.69.

I also want to take this opportunity to thank you for allowing Mariposa to provide quality landscape maintenance services to the City of Montclair. We look forward to continue a successful business relationship for many more years.

Respectfully submitted,

Luis Valenzuela – Division Manager
Mariposa Landscapes, Inc.
626-705-0622 cell (626) 960-8477 fax
luvisv@mariposa-ca.com

Page Number 1 of 1 Pages.
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Document last edited by luvisv on Wednesday, June 25, 2014 at 1:11:44 PM



15529 ARROW HIGHWAY, IRWINDALE, CA 91706
CA. LANDSCAPE CONTRACTORS LICENSE NO. 592268
TEL. 626 • 960 • 0196 FAX 626 • 960 • 8477

AMENDMENT TO AGREEMENT NO. 13-41

WITH

MARIPOSA LANDSCAPES, INC.

FOR

MEDIAN ISLAND, PARK AND PARKWAY MAINTENANCE

This agreement is made and entered into this 1st day of July, 2014, by and between the CITY OF MONTCLAIR, a municipal corporation hereinafter designated as "City," and MARIPOSA LANDSCAPES, INC., hereinafter designated as "Contractor," and collectively designated as the "Parties."

RECITALS

WHEREAS, Parties have previously entered into Agreement No. 13-41 on July 1, 2013, for landscape maintenance services for a period of one year, hereinafter called "Project"; and

WHEREAS, Agreement No. 13-41 included SECTION II which includes a clause allowing for three additional three year terms; and both parties desire to exercise the first additional three-year term which will expire June 30, 2017; and

WHEREAS, Agreement No. 13-41 included SECTION III which includes a monthly rate of \$24,223.00 and both parties desire to amend the monthly rate with a 3 percent increase to \$24,949.69

AGREEMENT

NOW, THEREFORE, IT IS AGREED by and between City and Contractor to amend the term of SECTION II and the monthly rate of SECTION III of Agreement No. 13-41.

BE IT FURTHER AGREED by and between City and Contractor that length for the new term in SECTION II shall be provided for in accordance with the attached "EXHIBIT A1."

BE IT FURTHER AGREED by and between City and Contractor that compensation for the new monthly rate in SECTION III shall be provided for in accordance with the attached "EXHIBIT A1."

BE IT FURTHER AGREED by and between City and Contractor that SECTION III referencing A MONTHLY RATE shall become null and void and that all other terms of Agreement 13-41 shall remain as set forth therein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF MONTCLAIR, CALIFORNIA

MARIPOSA LANDSCAPES, INC.

Paul M. Eaton
Mayor

By _____
Title:

ATTEST:

Yvonne L. Smith
Deputy City Clerk

By _____
Title:

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-56 WITH INTEGRITY ELEVATOR, INC., FOR ELEVATOR SERVICE AND MAINTENANCE AT THE POLICE DEPARTMENT FACILITY	DATE: July 7, 2014 SECTION: AGREEMENTS ITEM NO.: 9 FILE I.D.: PDT765 DEPT.: PUBLIC WORKS
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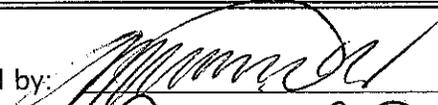
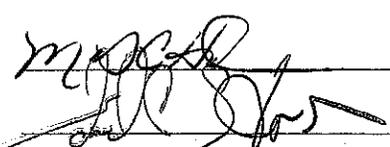
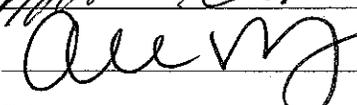
REASON FOR CONSIDERATION: Agreement No. 13-54 with Integrity Elevator, Inc., for elevator service and maintenance at the Police Department facility expired on June 30, 2014. The City Council is requested to consider approval of Agreement No. 14-56 with Integrity Elevator, Inc., to continue elevator service and maintenance.

A copy of proposed Agreement No. 14-56 is attached for the City Council's review and consideration.

BACKGROUND: Elevators are required by the State of California to have certain monthly and yearly maintenance and testing completed by a qualified and licensed elevator service company.

FISCAL IMPACT: The cost to provide elevator service and maintenance is \$2,460 per year. Integrity Elevator has been servicing the elevator at the Police Department facility since the building opened and has not requested a price increase during this period, nor is the company asking for an increase now. Proposed Agreement No. 14-56 is a five-year Agreement with openers at years two and four, allowing the contractor to request adjustments to the contract amount. Funds for this purpose are included in the Fiscal Year 2014-15 City Budget under Public Works/Building Maintenance.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-56 with Integrity Elevator, Inc., for elevator service and maintenance at the Police Department facility.

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

CITY OF MONTCLAIR

AGREEMENT FOR MAINTENANCE AND REQUIRED SAFETY TESTING SERVICES

MONTCLAIR POLICE FACILITY ELEVATOR SERVICE AGREEMENT

THIS AGREEMENT is made and effective as of July 1, 2014, between the City of Montclair, a municipal corporation ("City") and Integrity Elevator, Inc., a corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the 1st day of July, 2014, and shall remain and continue in effect for a period of 5 years until tasks described herein are completed, but in no event later than June 30, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

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

4. CITY MANAGEMENT

City's Facilities and Grounds Superintendent shall represent City in all matters pertaining to the administration of this Agreement, and review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to be performed or change the compensation due to Contractor. 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 Contractor's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full.

This amount shall not exceed \$2,460.00 annually for the total term of the Agreement unless additional payment is approved as provided in this Agreement. The total annual fee for services identified herein may be adjusted on July 1 of the second and fourth years, if agreeable to both CONTRACTOR and CITY, by 5 percent or the CPI as posted in January of the second and fourth years.

(b) Contractor 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. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the total amount of the five year Agreement, but in no event shall total compensation exceed Fifteen Thousand Dollars (\$15,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Contractor 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 nondisputed fees. If the City disputes any of the Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

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 Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONTRACTOR

(a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes

beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Contractor 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 Contractor a written notice of the default. The Contractor 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 Contractor 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) Contractor 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. Contractor 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. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Contractor shall make available to the City, at the Contractor'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 Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees, or subcontractors (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, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractor of Contractor. Said indemnification shall include any claim that Contractor, or Contractor'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. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor 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 Contractor and shall survive the termination of this Agreement or this section.

10. INSURANCE

(a) Contractor 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 Contractor allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Contractor 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-: VI:

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

(b) All insurance required by this section shall apply on a primary basis. Contractor agrees that it will not cancel or reduce said insurance coverage. Contractor 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 Contractor's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Contractor 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, Contractor 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 Indemnities as additional insureds. Contractor 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 Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the Indemnities.

(f) All insurance coverage and limits provided by Contractor 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. Contractor 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. Contractor shall furnish City with copies of all such policies. Contractor may effect for its own account insurance not required under this Agreement.

11. INDEPENDENT CONTRACTOR

(a) Contractor 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 Contractor shall at all times be under Contractor'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 Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Contractor 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 Contractor 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 Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor 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 Contractor, or from any officer, employee or agent of Contractor, 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 subagreement, 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 Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractor's, 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 Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractor's 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 Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. 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) Contractor 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. Contractor 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 subcontractor. Contractor further covenants that Contractor 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 Contractor and/or its subcontractor's shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

To City:

Mr. Michael D. McGehee
Facilities and Grounds Superintendent
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant:

Mr. Spencer W. Jones III, Pres.
Integrity Elevator, Inc.
PO Box 545
Yucca Valley, Ca. 92286-0545

17. LICENSES

At all times during the term of this Agreement, Contractor 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.

18. GOVERNING LAW

The City and Contractor 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.

19. 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.

20. CONFIDENTIALITY

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

21. DISCRIMINATION

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

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

INTEGRITY ELEVATOR, INC.

Paul M. Eaton
Mayor

Spencer Jones
President

ATTEST:

Yvonne L. Smith
Deputy City Clerk

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3039 AUTHORIZING THE MAYOR TO SIGN A THREE-YEAR AMENDED AND RESTATED COOPERATION AGREEMENT (AGREEMENT NO. 14-47) WITH THE COUNTY OF SAN BERNARDINO REGARDING PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2015-16, 2016-17, AND 2017-18	DATE: July 7, 2014 SECTION: RESOLUTIONS ITEM NO.: 1 FILE I.D.: GRT050 DEPT.: COMMUNITY DEV.
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REASON FOR CONSIDERATION: The County of San Bernardino recently notified the City that the U.S. Department of Housing and Urban Development (HUD) is requiring that previously executed Cooperation Agreements be amended and restated to reflect new statutory regulations.

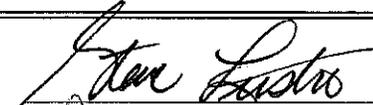
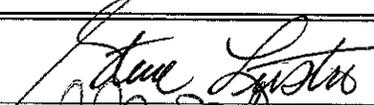
BACKGROUND: At its meeting of April 7, 2014, the City Council adopted Resolution No. 14-3025 authorizing the Mayor to sign a three-year Cooperation Agreement with the County of San Bernardino regarding participation in the Community Development Block Grant Program for Fiscal Years 2015-16, 2016-17, and 2017-18. On June 11, 2014, the County's Economic Development Agency, which administers the contract, notified staff that the Cooperation Agreement needs to be amended and restated to reflect the addition of two paragraphs at the end of Section 5, "Compliance With Legislation and Regulations," as follows:

The CITY and COUNTY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receive CDBG funds in exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under ACT, as amended.

Other than the paragraphs stated above, no other changes are proposed to the previously approved Cooperation Agreement.

FISCAL IMPACT: The City is estimated to receive between \$850,000 and \$900,000 over the term of this three-year agreement.

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

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3039 authorizing the Mayor to sign a three-year amended and restated Cooperation Agreement (Agreement No. 14-47) with the county of San Bernardino regarding participation the Community Development Block Grant Program for Federal Fiscal Years 2015-16, 2016-17, and 2017-18.

RESOLUTION NO. 14-3039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING THE MAYOR TO SIGN A THREE-YEAR AMENDED AND RESTATED COOPERATION AGREEMENT WITH THE COUNTY OF SAN BERNARDINO FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FEDERAL FISCAL YEARS 2015-2016, 2016-17, AND 2017-18

WHEREAS, the City Council of the City of Montclair (referred to as "City") has been notified by the County of San Bernardino (referred to as "County") of its eligibility to participate in the County's Three-Year Community Development Block Grant Cooperating Cities Program; and

WHEREAS, the County has been designated as "Urban County" by the United States Department of Housing and Urban Development (HUD) as that term is defined in Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383); and accordingly, the County has developed a community development plan and program, which is set forth in the County's application for federal assistance under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the County desires to use the area and the population of the City in the base that the United States Department of Housing and Urban Development uses to determine the level of funding to the County's housing and community development program; and

WHEREAS, the City is willing and desires that its incorporated area and population be included in the base used by HUD to determine funding levels to the County for the execution of the County's Community Development Block Grant program and, accordingly, to cooperate with the County in the execution of the County's community development plan and program within corporate boundaries of the City during Federal Fiscal Years 2015-16, 2016-17, and 2017-18; and

WHEREAS, on April 7, 2014, the City Council adopted Resolution No. 14-3025 authorizing the Mayor to sign a Three-Year Cooperation Agreement with the County of San Bernardino regarding participation in the Community Development Block Grant program for Fiscal Years 2015-2018; and

WHEREAS, on June 11, 2014, the County's Economic Development Agency notified City staff that the United States Department of Housing and Urban Development (HUD) is requiring that the previously executed Cooperation Agreement needs to be amended and restated to reflect the addition of new language in the Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby authorize the Mayor to sign a Three-Year Amended and Restated Cooperation Agreement and any attachments for Community Development Block Grant Funds for Federal Fiscal Years 2015-16, 2016-17, and 2017-18 and submit said Agreement to the County of San Bernardino Department of Community Development and Housing.

APPROVED AND ADOPTED this XX day of XX, 200X.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3039 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, 2014, 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



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number			
<input checked="" type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
County Department Community Development and Housing				Dept. ECD	Orgn. ECD	Contractor's License No.			
County Department Contract Representative Dena Fuentes, Director				Telephone (909)387-4411		Total Contract Amount			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount				
		July 1, 2015	June 30, 2018	N/A	N/A				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
SBA	ECD	ECD				\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Project Name FY 2015-18				Estimated Payment Total by Fiscal Year					
City-County Cooperation				FY	Amount	I/D	FY	Amount	I/D
Agreement									

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

hereinafter called _____

Address

P.O. Box 2308

Montclair, CA 91763

Telephone

(909) 626 - 8571

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

The attached Amended and Restated Cooperation Agreement is required by the U.S. Department of Housing and Urban Development (HUD) in order to include the City of Montclair as a participant in the County's Community Development Block Grant (CDBG), HOME Investment Partnership, Emergency Solutions Grant (ESG) and other HUD grant(s) programs. It allows the City's population statistics to be included by HUD to calculate the County's grant(s) amount for each year starting in fiscal year 2015-2016 to 2017-18 and will automatically renew every three years thereafter unless revoked by either party, for so long as the County is designated as an Urban County.

The attached Contract consists of eight pages and two exhibits.

**AMENDED AND RESTATED COOPERATION AGREEMENT FOR
HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT AND PLANNING GRANTS
FOR FISCAL YEARS 2015-16, 2016-17, 2017-18 AND SUBSEQUENT AUTOMATIC RENEWALS, UNLESS
TERMINATED**

This Amended and Restated Agreement is made and entered into this ____ day of _____, 2014, by and between the County of San Bernardino, of the State of California, hereinafter referred to as "COUNTY", and the City of Montclair, a City within COUNTY, hereinafter referred to as "CITY".

WHEREAS, U.S. Department of Housing and Urban Development, hereinafter called HUD, provides Community Development Block Grant, Catalog of Federal Domestic Assistance (CFDA) #14.218, HOME Investment Partnership, CFDA #14.239, and Emergency Solutions Grants, CFDA #14.231, funds and other grants directly to qualified Metropolitan Cities, and Urban Counties via their Community Planning and Development (CPD) Division; and

WHEREAS, the Housing and Community Development Act of 1974, as amended (Public Law 93-383), hereinafter referred to as ACT, provides that Community Development Block Grant, hereinafter referred to as "CDBG", funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, Title II of this Act created the HOME Investment Partnership Program, hereinafter called "HOME", that provides funds to states and local governments for the purpose of increasing the number of affordable housing opportunities for low- and moderate income families; and

WHEREAS, the Congress of the United States provides funding for the Emergency Solutions Grant Program, hereinafter called "ESG", for the purpose of assisting individuals and families in quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness; and

WHEREAS, this Amended and Restated Cooperation Agreement covers CDBG, HOME, ESG and other HUD entitlement grants; and

WHEREAS, COUNTY is a qualified Urban County and hereinafter COUNTY PROGRAM will refer to the COUNTY's CDBG, HOME, ESG and other HUD grants program as well as to the legislation and regulations that created and funded these programs; and

WHEREAS, HUD requires Metropolitan Cities and Urban Counties to re-qualify every three (3) years in order to receive an allocation of various grant funds from HUD; and

WHEREAS, CITY and COUNTY both desire for CITY to continue to be a part of COUNTY PROGRAM so both entities can benefit from increased efficiencies though economies of scale created by having the City's funding allocation of these grants be added and be a part of the COUNTY PROGRAM for 2015-16, 2016-17, 2017-18 and every three (3) years thereafter; and

WHEREAS CITY and COUNTY agree that COUNTY shall be solely responsible for administering, managing and directing COUNTY PROGRAM including but not limited to the preparation of the Consolidated Plan that is required to be submitted to HUD in order for COUNTY to have access to COUNTY PROGRAM funds and as such COUNTY has final authority for selecting activities that will be funded with COUNTY PROGRAM funds and;

WHEREAS, the execution of this Amended and Restated Cooperation Agreement, hereinafter referred to as AGREEMENT, is necessary in order to meet the desires of both CITY and COUNTY of having CITY be a part of COUNTY PROGRAM.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. GENERAL

This AGREEMENT gives COUNTY authority to undertake or assist in undertaking activities starting on July 1, 2015 for Fiscal Years 2015-2016, 2016-17, 2017-18, which will be funded from COUNTY PROGRAM funds, which will include CITY's funding allocations, and from any program income generated from the expenditure of such funds. COUNTY and CITY agree to cooperate to undertake, or assist in undertaking community renewal and affordable housing activities. This AGREEMENT shall automatically renew for a new three (3) year-period every time COUNTY re-qualifies as an Urban County, (which is every three (3) years), until such time as the City Council for the City of Montclair or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of the preceding three-year term. This AGREEMENT covers all COUNTY PROGRAM funds and other associated grants administered by HUD through its CPD Division or its successor.

By executing this AGREEMENT, CITY understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the term of this AGREEMENT, and CITY may not participate in a HOME consortium other than COUNTY HOME program regardless of whether COUNTY receives a HOME formula allocation.

The purpose of the Delegate Agency Agreement, which accompanies this AGREEMENT (Exhibit 1), and subsequent ATTACHMENTS, is to enable CITY to implement projects and or programs funded with CDBG funds as described in SECTION 14.

2. TERM

The term of this AGREEMENT shall be for fiscal years 2015-16, 2016-17, 2017-18 and shall commence as of July 1, 2015. This AGREEMENT will subsequently automatically renew when COUNTY re-qualifies as an Urban County for the next three (3) year period and therefore a new three (3) year term of this AGREEMENT will begin at that time. The first of these automatic three (3) year term renewals will occur at the beginning of fiscal year 2018-2019 (July 1, 2018) and every three (3) years thereafter unless an earlier date of termination is fixed by HUD pursuant to COUNTY PROGRAM or until such time as the City Council for the City of Montclair or San Bernardino County Board of Supervisors elects to terminate this AGREEMENT at the conclusion of a 3-year term. This AGREEMENT shall remain in effect until all COUNTY PROGRAM grant funds covered under the terms of this AGREEMENT, and any program income generated from the expenditure of such funds, are expended, and the funded activities are completed. This AGREEMENT may not be terminated or withdrawn by the parties for any circumstance or reason during the term of this AGREEMENT.

In order for the automatic renewal provisions of this AGREEMENT to be approved, HUD mandates that this AGREEMENT includes a stipulation that requires CITY and COUNTY to adopt any amendment(s) necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice and that such failure to comply will void the automatic renewal for such qualification period.

In addition, as part of the Urban County re-qualification process the COUNTY goes through every three (3) years, COUNTY will notify CITY, via a letter, that CITY has the ability to terminate this AGREEMENT and not

be included as part of the submission by COUNTY to HUD for re-qualifying as an Urban County for the subsequent three (3) year qualification period. CITY agrees to send a timely response letter to COUNTY stating its intentions to either continue to be a part the COUNTY PROGRAM or to elect to terminate this AGREEMENT and not be a part of the COUNTY's upcoming submission to HUD to re-qualify as an Urban County for the subsequent three (3) year period.

The COUNTY will submit to HUD the letter notifying CITY of its ability to terminate this AGREEMENT as well as the CITY's response letter. COUNTY will also submit to HUD a written legal opinion provided by COUNTY Counsel stating that the terms and provisions continue to be authorized under state and local law and that the AGREEMENT continues to provide full legal authority for COUNTY.

This automatic renewal procedure will remain the same even if the CITY is recognized by HUD as a Metropolitan City and therefore could receive CDBG funds directly from HUD.

The CITY will provide either CITY Council minutes approving the CITY being a part of the COUNTY Urban County program and to the automatic renewal procedure.

3. PREPARATION OF APPLICATION

COUNTY, by and through its Economic Development Agency (EDA), subject to approval of the COUNTY Board of Supervisors, shall be responsible for preparing and submitting to HUD all necessary applications for the COUNTY PROGRAM entitlement grants. This duty shall include the preparation and processing of COUNTY Housing, Community and Economic Development Needs Identification Report, Citizen Participation Plans, the County Consolidated Plan, and other related items associated with COUNTY PROGRAM grants which satisfy its associated application requirements and regulations. All documents will include information provided by CITY.

4. COMPLIANCE WITH FINAL PROGRAMS AND PLANS

COUNTY and CITY shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of COUNTY PROGRAM and their regulations and approved by HUD.

5. COMPLIANCE WITH LEGISLATION AND REGULATIONS

COUNTY and CITY shall comply with all applicable requirements of COUNTY PROGRAM and associated regulations, in utilizing grant funds under legislation that created and govern these grants, and shall take all actions necessary to assure compliance with COUNTY certifications required by Section 104(b) of Title I of ACT, as amended regarding the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, Section 109 of Title I of ACT which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Fair Housing Act, and affirmatively furthering fair housing and other applicable federal laws. CITY agrees that CDBG and HOME funding for activities in or in support of CITY are prohibited if CITY does not affirmatively further fair housing within its own jurisdiction or impedes COUNTY actions to comply with its fair housing certification. CITY may be required to demonstrate how it complies with the fair housing requirement. To ensure compliance with applicable regulations, CITY agrees to adhere to the Delegate Agency Agreement which is Exhibit 1 of this AGREEMENT and the accompanying Attachments.

In order for COUNTY to avoid the risk of losing CDBG funds as a result of CITY not spending CITY CDBG funds in a timely manner as required by the ACT, COUNTY and CITY both agree that COUNTY has the authority to transfer CITY CDBG funds to any CDBG-eligible project/program at COUNTY's sole discretion if CITY is not spending its CDBG funds in a timely manner. Prior to transferring CITY CDBG funds, COUNTY will notify CITY in writing that CITY is at risk of not meeting this timeliness requirement and

therefore COUNTY will transfer CITY CDBG funds if timeliness is not met. As referred to in SECTION 10 DISPOSITION OF FUNDS, CITY and COUNTY both agree that CITY CDBG funds will be spent, to the greatest extent feasible in a manner CITY desires but COUNTY shall have the final and sole decision as to how CITY CDBG funds are spent.

Furthermore, CITY hereby covenants by and for itself, its successors and assigns, and all persons claiming under or through it that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of any project funded by HOME or CDBG funds, nor shall CITY itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in any project funded as a result of this AGREEMENT.

The CITY shall refrain from restricting the rental, sale or lease of any project funded as a result of this Agreement on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person.

The CITY and COUNTY agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receive CDBG funds in exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under ACT, as amended.

6. CONFLICT OF INTEREST

CITY shall comply with all applicable federal and state laws, regulations and policies governing conflict of interest, including State conflict of interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., Federal conflict of interest regulations found in 24 CFR 570.611, 85.36, and 84.42, and any other applicable policies, rules and regulations related to conflict of interest.

Any person who is an employee, agent, consultant, officer, elected or appointed official of the CITY, who exercises any functions or responsibilities with respect to COUNTY PROGRAM funded activities identified in this AGREEMENT and who is in a position to participate in a decision-making process or gain inside information with regard to activities identified in this AGREEMENT, may not obtain a financial interest or benefit from the COUNTY PROGRAM assisted activities identified in this AGREEMENT or any related agreement, subcontract, or contract, either for themselves, an immediate family member or business partner, during his/her tenure. CITY shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

7. POLICIES

CITY has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

8. INDEMNIFICATION

CITY agrees to indemnify, defend and hold harmless COUNTY and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this AGREEMENT, resulting from the negligent acts, errors or omissions of the CITY, its

authorized officers, employees, agents or volunteers, including, but not limited to, such liability, claims, losses, demands, and actions incurred by COUNTY as a result of the determination by HUD or its successor that activities undertaken by CITY under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to CITY under this AGREEMENT were improperly expended.

COUNTY agrees to indemnify, defend and hold harmless CITY, its officers, agents, volunteers, and employees, from any and all claims, actual losses, damages and or liability that may result from the negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents, or volunteers.

9. SELF-INSURANCE

The CITY and the COUNTY are authorized self-insured public entities for purposes of general liability, automobile liability, professional liability and workers' compensation. CITY and COUNTY warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against any liabilities arising out of their performance regarding the terms and conditions of this AGREEMENT

10. DISPOSITION OF FUNDS

Unless prohibited by Federal Regulations, COUNTY and CITY agree that, to the greatest extent feasible, CDBG funds will be allocated by COUNTY to CITY out of the funds received pursuant to ACT, according to its proportional demographics, for activities and/or projects prioritized by CITY to alleviate its identified community development needs eligible under ACT. COUNTY, through its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under ACT and other related grants and for selecting the projects for which such funds shall be used. Both parties agree that COUNTY has the authorization to redistribute such funds when said projects are not implemented in a timely manner as described in SECTION 5, COMPLIANCE WITH LEGISLATION AND REGULATIONS.

HOME funds will be allocated by COUNTY to Developer(s) based on a competitive Notice of Funding Available process to address affordable housing needs by funding activities that are eligible under HOME regulations and COUNTY, by its Board of Supervisors, shall be responsible for determining the final disposition and distribution of all funds received by COUNTY under the HOME program as well as the other COUNTY PROGRAM funds and for selecting the projects for which such funds shall be used.

COUNTY shall be compensated for administering COUNTY PROGRAM and other related grants by utilizing allowable planning and administrative fee(s) and a project implementation fee.

11. DISPOSITION OF PROGRAM INCOME

CITY shall inform COUNTY regarding any income generated by the expenditure of COUNTY PROGRAM funds received by CITY. All said income, even if it is received after this AGREEMENT has expired, shall promptly be paid to COUNTY. COUNTY shall be responsible for monitoring and reporting to HUD on the use of any such program income; CITY is required to keep appropriate records and provide reports to COUNTY regarding program income. In the event of COUNTY PROGRAM funds close-out or change in status of CITY under COUNTY PROGRAM funds, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to COUNTY. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income. Any income generated from the disposition or transfer of real property subsequent to any such close-out or change of status shall promptly be paid to COUNTY.

12. DISPOSITION OF REAL PROPERTY

This section sets forth the standards which shall apply to real property acquired or improved in whole or in part using CDBG and HOME funds that are allocated to (within the control of) CITY. Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, CITY shall notify COUNTY and obtain authorization for said modification or change. CITY shall reimburse COUNTY with non-CDBG and non-HOME funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG or non-HOME funds) of property acquired or improved with CDBG or HOME funds that is sold or transferred for a use, which does not qualify under CDBG and HOME regulations.

13. EFFECTIVE DATES

This AGREEMENT shall be effective initially for all purposes for the period beginning July 1, 2015 and ending June 30, 2018. Thereafter, commencing July 1, 2018, this AGREEMENT will automatically renew for three-year periods every three (3) years, when the COUNTY re-qualifies as an Urban County, until such time as the CITY or COUNTY elects to terminate the AGREEMENT at the conclusion of the preceding term. This AGREEMENT will be executed by COUNTY and CITY, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

14. OTHER AGREEMENTS

Pursuant to federal regulations at 24 CFR 570.501(b), CITY is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in federal regulations at 24 CFR 570.503 and other related regulations. COUNTY and CITY as part of this AGREEMENT are also entering into a Delegate Agency Agreement (which is Exhibit 1 of this AGREEMENT) and accompanying ATTACHMENTS, for the purpose of having CITY implement CDBG-funded projects and or programs. COUNTY and CITY both agree it would be more effective and efficient if CITY implements projects and or programs funded with CITY CDBG funds. The purpose and intent of the Delegate Agency Agreement is to create a mechanism whereby COUNTY delegates its authority, under its Urban County agreement with HUD to CITY, thereby enabling CITY to implement projects and programs funded with CITY CDBG funds while the COUNTY ensures all associated rules and regulations are followed. Prior to disbursing any CDBG funds to CITY, COUNTY, shall execute and adhere to the Delegate Agency Agreement and related documents with CITY. Said agreement shall remain in effect during any period that CITY has control over CDBG funds, including program income.

The Delegate Agency Agreement provides a detailed account of the policies and procedures on how a project is officially assigned by COUNTY to the CITY for implementation and the steps that need to be completed by both CITY and COUNTY (above and beyond the approval of this AGREEMENT) prior to any obligation or expenditure of funds whereby the CITY will seek reimbursement from COUNTY. Any obligation and or expenditure made by CITY without the expressed written approval by COUNTY may result in CITY not being able to utilize CDBG funds.

15. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This AGREEMENT 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. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor 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. Contractor agrees 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.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor 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. Contractor agrees 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, Contractor agrees 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.

Contractor 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. Contractor agrees 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

Contractor agrees that both it and its 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.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

COUNTY OF SAN BERNARDINO

CITY OF MONTCLAIR

► _____
 Gregory C. Devereaux, Chief Executive Officer

Dated: _____

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: _____

Address: P.O. Box 2308
Montclair, CA 91763

Approved as to Legal Form ► _____ Michelle Blakemore, Chief Asst. County Counsel Date _____	Reviewed by Contract Compliance ► _____ Art Millian, Contract Compliance Date _____	Presented to BOS for Signature ► _____ Dena Fuentes, Department Head Date _____
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AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3040 DETERMINING THE STATUS OF LOCAL SAFETY EMPLOYEE JULLEEN MICHELLE POTTS	DATE: July 7, 2014 SECTION: RESOLUTIONS ITEM NO.: 2 FILE I.D.: PER600 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: In accordance with Government Code Sections 21154 and 21156, the City Council determines if a safety employee is disabled either physically or cognitively and if such disability is industrial. When a safety member is determined to be disabled and unable to perform the duties of his/her position, the California Public Employees' Retirement System (CalPERS) requires adoption of a resolution that terminates the local safety employee's employment for that reason.

BACKGROUND: Julleen Michelle Potts was hired as a Police Officer Trainee on October 17, 2005, and was appointed to a regular Police Officer position on March 27, 2006. She remained in the position of Police Officer throughout her career with the Montclair Police Department. Ms. Potts sustained a work-related injury in May 2012 and has remained off work since that time.

Following is a summary of Ms. Potts' reported work-related injuries:

<i>Date of Injury</i>	<i>Description of Injury</i>
4.18.09	Employee sustained an injury to her left eye from debris which developed into a chalazion requiring surgical removal. This claim has settled through a Stipulation Award with a 0 percent disability rating. Future medical care was recommended.
5.9.12	Employee sustained an injury to her back and neck during an altercation with a suspect. This claim remains open and employee continues to receive medical care.
10.31.05 to 5.10.12	Employee claimed a continuous trauma injury as a result of performing her regular job duties as a Police Officer.

CLAIM HISTORY: On May 9, 2012, Julleen Potts sustained an injury to her back and neck during an altercation with a suspect. It was later determined that she had a cervical disk herniation. Initially the physician stated that she would be able to return to work in a

Prepared by: <u>Gary E. Chandler</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>[Signature]</u>	Presented by: <u>[Signature]</u>

modified-duty capacity, although the severity of the work restrictions resulted in the Police Department's being unable to accommodate her needs. In July 2012, she elected to start being treated by her own physician; at which time she was placed off work because of her ongoing medical condition. In September 2012, she retained an attorney to represent her in her Workers' Compensation claim, at which time she filed an additional claim for a continuous trauma injury alleging that her normal job duties resulted in injury to her neck, upper back, bilateral upper extremities, and shoulders along with causing sleep disturbance and limited range of motion in her hands and fingers. Ms. Potts remained off work; and in August 2013, she underwent surgery for a cervical discectomy with C5-C6 arthroplasty. Post surgery, she continued to have neck and interscapular pain, which lead to the use of epidural blocks rather than additional spine surgery. In March 2014, she began pain management treatment and has received a referral for future surgical treatment of the neck. Ms. Potts has not returned to work since her initial injury in May 2012.

In April 2014, Ms. Potts was evaluated by Dr. Alan Sanders, Agreed Medical Examiner (AME). In Dr. Sanders' AME report, he states that although Mr. Potts' condition has not become permanent and stationary, he makes a prediction that she will experience substantial limitations that will preclude her from returning to the central functions of her job as a Police Officer. He also indicates that she will not be able to return to that type of employment based upon a reasonable medical probability. For this reason, Ms. Potts does qualify as a candidate for an industrial disability retirement with CalPERS.

FISCAL IMPACT: CalPERS requires employers to make "advanced disability pension payments" (ADPP) to safety members who have qualified for benefits under Labor Code Section 4850 and have submitted an application for industrial disability retirement. The employer is required to pay the ADPP to the member until the member begins receiving his/her retirement benefits directly from CalPERS or until the application for disability retirement is denied. Once the employee's disability retirement benefits commence, CalPERS will reimburse the employer for the payments made.

Should the City Council adopt Resolution No. 14-3040, the City will pay the ADPP to Ms. Potts in the amount of \$770.99 per month beginning the week of July 28, 2014. The ADPP payments would be issued to her the last week of each month until CalPERS begins issuing payment for her disability retirement benefits.

Over the long run, pooled disability retirements eventually do affect the City's CalPERS rate for safety members.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3040 determining the status of local safety employee Julieen Michelle Potts.

RESOLUTION NO. 14-3040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DETERMINING THE DISABILITY FOR RETIREMENT PURPOSES OF A LOCAL SAFETY MEMBER (CALIFORNIA GOVERNMENT CODE SECTION 21156)

WHEREAS, the City of Montclair is a contracting agency of the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency, in employment in which he/she is classified as a local safety member, is disabled for purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law; and

WHEREAS, an application for industrial disability retirement of Julleen Michelle Potts employed by the Montclair Police Department in the position of Police Officer has been filed with CalPERS; and

WHEREAS, the City Council of the City of Montclair has reviewed the medical and other evidence relevant to such alleged disability.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby find and determine that Julleen Michelle Potts is incapacitated within the meaning of the Public Employees' Retirement Law for performance of her duties in the position of Police Officer; and

BE IT FURTHER RESOLVED that the City Council does hereby find and determine that Julleen Michelle Potts is incapacitated for performance of the usual duties of the position for other California Public Agencies in CalPERS; and

BE IT FURTHER RESOLVED that the City Council does hereby find and determine that such disability is a result of injury or disease arising out of and in the course of employment; and

BE IT FURTHER RESOLVED that neither Julleen Michelle Potts nor the City of Montclair has applied to the Workers' Compensation Appeals Board for a determination pursuant to Section 21166 as to whether such disability is industrial; and

BE IT FURTHER RESOLVED her last day on pay status is June 15, 2014; and

BE IT FURTHER RESOLVED that Advanced Disability Pension Payments (ADPP) will be made. The payments will be made in the amount of \$770.99 per month, with the first payment of \$770.99 being mailed the week of July 28, 2014. These ADPPs will continue on a monthly basis until the City is notified by CalPERS that Julleen Michelle Potts' retirement benefits have begun; and

BE IT FURTHER RESOLVED that the member's primary disabling condition is physical.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3040 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, 2014, 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

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3041 DETERMINING THE STATUS OF LOCAL SAFETY EMPLOYEE MEGAN COLEEN STAFFORD	DATE: July 7, 2014 SECTION: RESOLUTIONS ITEM NO.: 3 FILE I.D.: PER600 DEPT.: ADMIN. SVCS.
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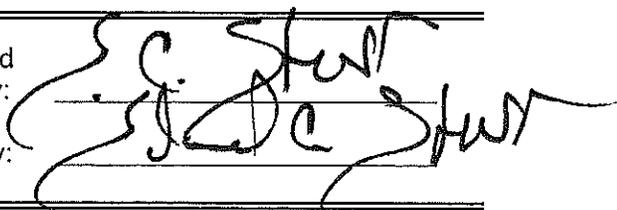
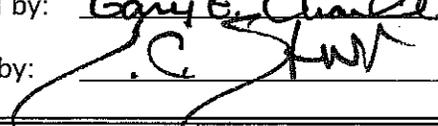
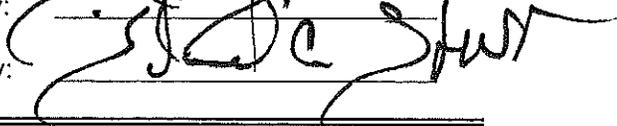
REASON FOR CONSIDERATION: In accordance with Government Code Sections 21154 and 21156, the City Council determines if a safety employee is disabled either physically or cognitively and if such disability is industrial. When a safety member is determined to be disabled and unable to perform the duties of his/her position, the California Public Employees' Retirement System (CalPERS) requires adoption of a resolution that terminates the local safety employee's employment for that reason.

BACKGROUND: Megan Coleen Stafford was hired as a Police Officer Trainee on January 15, 2007, and was appointed to a regular Police Officer position on June 25, 2007. She remained in this position throughout her career with the Montclair Police Department. Ms. Stafford sustained a work-related injury in July 2011 and has remained off work as a result of this injury since August 2012. She was separated from employment as of April 21, 2014.

Following is a summary of Ms. Stafford's reported work-related injuries:

<i>Date of Injury</i>	<i>Description of Injury</i>
12.31.07	Employee sustained an injury to her left shoulder while crawling into a ceiling attic in pursuit of a suspect. This claim has been closed.
7.9.11	Employee sustained injuries to her left wrist and left thigh when she was bit by a dog during the pursuit of a suspect. This claim has been settled by a Stipulation with Request for Award, and she has been provided future medical care for her injuries.

CLAIM HISTORY: On July 9, 2011, Megan Stafford sustained injuries to her left wrist and left thigh when she was bit by a dog during the pursuit of a suspect. Initially she was placed off work by the physician while she was recovering from her injuries, although she returned to a modified-duty position approximately one month after the incident with the dog. Ms. Stafford remained in a modified-duty position until December 2011, at which time she was released to full duty without restrictions. In May of 2012, she retained an

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

attorney to represent her in her Workers' Compensation claim; and in August 2012, she was placed off-work by her treating physician until a consultation could be completed with a hand specialist. Ms. Stafford did not return to work; and in November 2012, she filed an application for an industrial disability retirement (IDR) with the California Public Employees' Retirement System (CalPERS).

In May 2012, Ms. Stafford's treating physician issued a permanent and stationary report identifying her permanent disability rating at 32 percent. The City objected to this report; and in April 2013, Ms. Stafford was sent to Dr. Mandel for an Agreed Medical Examination (AME) for her open Workers' Compensation claim. Based on this examination, Dr. Mandel determined that her injuries from the dog bite resulted in an 11 percent whole person impairment/permanent disability. He declared her condition to be permanent and stationary and recommended that Ms. Stafford receive future medical care for her work-related injury. Dr. Mandel diagnosed her as having a median nerve injury of the left wrist and gave the following work restrictions: no heavy lifting or carrying, no repetitive pushing/pulling, no repetitive grasping/pinching/holding/twisting/torquing or flexion/extension, and she is precluded from forceful strength activities with her nondominant left arm. Based on these restrictions, Dr. Mandel determined that Ms. Stafford was incapable of returning to work as a patrol officer.

Ms. Stafford's Workers' Compensation claim was settled through a Stipulation with Request for Award agreement on January 21, 2014.

FISCAL IMPACT: CalPERS requires employers to make "advanced disability pension payments" (ADPP) to safety members who have qualified for benefits under Labor Code Section 4850 and have submitted an application for industrial disability retirement. The employer is required to pay the ADPP to the member until they begin receiving their retirement benefits directly from CalPERS or until the application for disability retirement is denied. Once the employee's disability retirement benefits commence, CalPERS will reimburse the employer for the payments made.

Should the City Council adopt Resolution No. 14-3041, the City will pay the ADPP to Mr. Stafford in the amount of \$674.62 per month beginning the week of July 28, 2014. The ADPP payments would be issued to her the last week of each month until CalPERS begins issuing payment for her disability retirement benefits.

Over the long run, pooled disability retirements eventually do affect the City's CalPERS rate for safety members.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3041 determining the status of local safety employee Megan Coleen Stafford.

RESOLUTION NO. 14-3041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DETERMINING THE DISABILITY FOR RETIREMENT PURPOSES OF A LOCAL SAFETY MEMBER (CALIFORNIA GOVERNMENT CODE SECTION 21156)

WHEREAS, the City of Montclair is a contracting agency of the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency, in employment in which he/she is classified as a local safety member, is disabled for purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law; and

WHEREAS, an application for industrial disability retirement of Megan Coleen Stafford employed by the Montclair Police Department in the position of Police Officer has been filed with CalPERS; and

WHEREAS, the City Council of the City of Montclair has reviewed the medical and other evidence relevant to such alleged disability.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby find and determine that Megan Coleen Stafford is incapacitated within the meaning of the Public Employees' Retirement Law for performance of her duties in the position of Police Officer; and

BE IT FURTHER RESOLVED that the City Council does hereby find and determine that Megan Coleen Stafford is incapacitated for performance of the usual duties of the position for other California Public Agencies in CalPERS; and

BE IT FURTHER RESOLVED that the City Council does hereby find and determine that such disability is a result of injury or disease arising out of and in the course of employment; and

BE IT FURTHER RESOLVED that the City Council does hereby find that there is a possibility of third-party liability contributing to the member's disabling condition, which did occur during the performance of those portions of the member's duties that are particularly hazardous and dangerous; and

BE IT FURTHER RESOLVED that neither Megan Coleen Stafford nor the City of Montclair has applied to the Workers' Compensation Appeals Board for a determination pursuant to Section 21166 as to whether such disability is industrial; and

BE IT FURTHER RESOLVED her last day on the City of Montclair's payroll is March 17, 2014, and her date of separation is April 21, 2014; and

BE IT FURTHER RESOLVED that Advanced Disability Pension Payments (ADPP) will be made; the payments will be made in the amount of \$674.62 per month, with the first payment of \$674.62 being mailed the week of July 28, 2014; and these ADPPs

will continue on a monthly basis until the City is notified by CalPERS that Megan Coleen Stafford's retirement benefits have begun; and

BE IT FURTHER RESOLVED that the member's primary disabling condition is physical.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3041 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, 2014, 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

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3042 AUTHORIZING PLACEMENT OF LIENS ON CERTAIN PROPERTIES FOR DELINQUENT SEWER AND TRASH CHARGES	DATE: July 7, 2014 SECTION: RESOLUTIONS ITEM NO.: 4 FILE I.D.: STB300-17 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: Staff has identified 182 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

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

The 182 liens presented for approval are for accounts that are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is \$48,381.88, plus \$2,548.00 for release of lien fees, plus \$9,100.00 in lien fees, for a total of \$60,029.88.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3042 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by: <u>Paul DeB</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>Michael Piotrowski</u>	Presented by: <u>[Signature]</u>

RESOLUTION NO. 14-3042

**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 182 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on June 12, 2014, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

WHEREAS, the owners of these properties were again notified on June 26, 2014, and that such liens would be considered for approval by the Montclair City Council on Monday, July 7, 2014.

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 - July 2014*, 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, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3042 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, 2014, 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. 14-3042
Report of Delinquent Civil Debts - July 2014

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4334	Alamitos Street	Residential	\$ 307.79	\$ 14.00	\$ 50.00	\$ 371.79
5356	Alamitos Street	Residential	217.37	14.00	50.00	281.37
5366	Alamitos Street	Residential	219.11	14.00	50.00	283.11
5371	Alamitos Street	Residential	217.37	14.00	50.00	281.37
5634	Alamitos Street	Residential	227.17	14.00	50.00	291.17
4575	Allesandro Street	Residential	233.91	14.00	50.00	297.91
4667	Allesandro Street	Residential	217.37	14.00	50.00	281.37
9910	Amherst Avenue	Residential	235.73	14.00	50.00	299.73
10040	Amherst Avenue	Residential	216.05	14.00	50.00	280.05
5463	Armsley Street	Residential	205.86	14.00	50.00	269.86
5516	Armsley Street	Senior	218.38	14.00	50.00	282.3
9680	Bel Air Avenue	Residential	223.31	14.00	50.00	287.31
9934	Bel Air Avenue	Senior	271.89	14.00	50.00	335.89
9939	Bel Air Avenue	Residential	426.38	14.00	50.00	490.38
9982	Bel Air Avenue	Residential	217.37	14.00	50.00	281.37
10045	Bel Air Avenue	Residential	216.78	14.00	50.00	280.78
4400	Benito Street	Residential	217.33	14.00	50.00	281.33
4460	Benito Street	Residential	217.37	14.00	50.00	281.37
4814	Benito Street	Senior	270.65	14.00	50.00	334.65
5389	Benito Street	Residential	241.32	14.00	50.00	305.32
5429	Benito Street	Residential	358.95	14.00	50.00	422.95
9590	Benson Avenue	Residential	217.37	14.00	50.00	281.37
9656	Benson Avenue	Residential	217.37	14.00	50.00	281.37
9944	Benson Avenue	Residential	241.36	14.00	50.00	305.36
4266	Berkeley Street	Residential	319.39	14.00	50.00	383.39
4285	Berkeley Street	Residential	217.51	14.00	50.00	281.51
4769	Berkeley Street	Residential	234.67	14.00	50.00	298.67
4797	Berkeley Street	Residential	426.38	14.00	50.00	490.38
5361	Berkeley Street	Residential	453.71	14.00	50.00	517.71
5382	Berkeley Street	Residential	217.37	14.00	50.00	281.37
9598	Bolton Avenue	Residential	217.37	14.00	50.00	281.37
4382	Brooks Street #E	Commercial	210.79	14.00	50.00	274.79
4810	Brooks Street	Commercial	407.39	14.00	50.00	471.39
9851	Camarena Avenue	Residential	217.37	14.00	50.00	281.37
4853	Cambridge Street	Residential	217.37	14.00	50.00	281.37
5438	Cambridge Street	Residential	229.04	14.00	50.00	293.04
5448	Cambridge Street	Residential	217.37	14.00	50.00	281.37
5471	Cambridge Street	Residential	222.08	14.00	50.00	286.08

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
5570	Cambridge Street	Residential	\$ 217.37	\$ 14.00	\$ 50.00	\$ 281.37
5606	Cambridge Street	Residential	217.37	14.00	50.00	281.37
9112	Camulos Avenue	Residential	217.37	14.00	50.00	281.37
9243	Camulos Avenue	Residential	217.37	14.00	50.00	281.37
9351	Camulos Avenue	Residential	256.16	14.00	50.00	320.16
9511	Camulos Avenue	Residential	218.08	14.00	50.00	282.08
9606	Camulos Avenue	Residential	217.37	14.00	50.00	281.37
9737	Camulos Avenue	Residential	217.37	14.00	50.00	281.37
9877	Camulos Avenue	Residential	243.33	14.00	50.00	307.33
10143	Camulos Avenue	Residential	426.38	14.00	50.00	490.38
10153	Camulos Avenue	Residential	333.68	14.00	50.00	397.68
5666	Caroline Street	Residential	254.99	14.00	50.00	318.99
9601	Carrillo Avenue	Residential	217.37	14.00	50.00	281.37
9566	Central Avenue	Residential	304.51	14.00	50.00	368.51
9634	Central Avenue	Residential	322.89	14.00	50.00	386.89
9855	Central Avenue	Residential	217.47	14.00	50.00	281.47
9795	Coalinga Avenue	Residential	217.37	14.00	50.00	281.37
9380	Columbine Avenue	Residential	243.33	14.00	50.00	307.33
9440	Columbine Avenue	Residential	217.37	14.00	50.00	281.37
9341	Del Mar Avenue	Residential	239.37	14.00	50.00	303.37
9477	Del Mar Avenue	Residential	230.73	14.00	50.00	294.73
4254	Denver Street	Residential	239.37	14.00	50.00	303.37
4324	Denver Street	Residential	238.76	14.00	50.00	302.76
4456	Denver Street	Residential	339.78	14.00	50.00	403.78
5616	Denver Street	Residential	236.45	14.00	50.00	300.45
5626	Denver Street	Residential	217.37	14.00	50.00	281.37
5552	Deodar Street	Residential	204.51	14.00	50.00	268.51
4461	El Morado Street	Residential	224.33	14.00	50.00	288.33
4471	El Morado Street	Residential	217.32	14.00	50.00	281.32
5168	El Morado Street	Residential	217.37	14.00	50.00	281.37
5416	El Morado Street	Residential	304.51	14.00	50.00	368.51
9434	Exeter Avenue	Residential	396.00	14.00	50.00	460.00
9310	Felipe Avenue	Residential	304.51	14.00	50.00	368.51
9020	Fremont Avenue	Senior	220.13	14.00	50.00	284.13
9519	Fremont Avenue	Residential	315.59	14.00	50.00	379.59
9567	Fremont Avenue	Residential	243.33	14.00	50.00	307.33
9776	Fremont Avenue	Residential	227.27	14.00	50.00	291.27
9823	Fremont Avenue	Residential	217.37	14.00	50.00	281.37
9847	Fremont Avenue	Residential	212.95	14.00	50.00	276.95
9985	Geneva Avenue	Residential	217.37	14.00	50.00	281.37

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4277	Granada Street	Residential	\$ 238.39	\$ 14.00	\$ 50.00	\$ 302.39
4328	Granada Street	Residential	217.37	14.00	50.00	281.37
4436	Granada Street	Residential	223.21	14.00	50.00	287.21
5422	Granada Street	Residential	426.38	14.00	50.00	490.38
5628	Granada Street	Residential	217.37	14.00	50.00	281.37
9783	Greenwood Avenue	Residential	217.37	14.00	50.00	281.37
4407	Harvard Street	Residential	217.34	14.00	50.00	281.34
4418	Harvard Street	Residential	217.37	14.00	50.00	281.37
4785	Harvard Street	Senior	213.18	14.00	50.00	277.18
5141-43	Harvard Street	Multifamily	434.75	14.00	50.00	498.75
4568	Hawthorne Street	Residential	224.48	14.00	50.00	288.48
5596	Hawthorne Street	Residential	217.37	14.00	50.00	281.37
9095	Helena Avenue	Residential	304.51	14.00	50.00	368.51
4864	Highland Street	Residential	243.33	14.00	50.00	307.33
5190	Howard Street A&B	Multifamily	492.56	14.00	50.00	556.56
4585	James Street	Residential	217.37	14.00	50.00	281.37
9725	Kimberly Avenue	Residential	217.37	14.00	50.00	281.37
9860	Kimberly Avenue	Residential	252.84	14.00	50.00	316.84
4545	La Denev Street	Residential	270.65	14.00	50.00	334.65
5430	La Denev Street	Residential	217.37	14.00	50.00	281.37
5515	La Denev Street	Residential	265.88	14.00	50.00	329.88
9762	Lindero Avenue	Residential	214.82	14.00	50.00	278.82
9958	Lindero Av	Residential	217.34	14.00	50.00	281.34
10042	Lindero Avenue	Residential	228.27	14.00	50.00	292.27
10086	Lindero Avenue	Senior	328.60	14.00	50.00	392.60
5131	Merle St	Multifamily	609.02	14.00	50.00	673.02
9969	Mills Av	Residential	217.37	14.00	50.00	281.37
9815	Monte Vista Av	Residential	226.62	14.00	50.00	290.62
4382	Orchard Street	Residential	340.41	14.00	50.00	404.41
9633	Poulsen Avenue	Residential	315.59	14.00	50.00	379.59
9527	Marion Avenue	Residential	217.37	14.00	50.00	281.37
4449	Mission Boulevard	Commercial	345.00	14.00	50.00	409.00
9066	Monte Vista Avenue	Residential	255.26	14.00	50.00	319.26
5082	Moreno Street	Residential	217.37	14.00	50.00	281.37
4633	Olive Street	Residential	338.69	14.00	50.00	402.69
4852	Olive Street	Residential	463.52	14.00	50.00	527.52
4872	Olive Street	Residential	426.38	14.00	50.00	490.38
4322	Orchard Street	Residential	243.33	14.00	50.00	307.33
5690	Orchard Street	Residential	217.37	14.00	50.00	281.37
5257	Palo Verde Street	Residential	215.29	14.00	50.00	279.29

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
5415	Palo Verde Street	Residential	\$ 217.37	\$ 14.00	\$ 50.00	\$ 281.37
5625	Palo Verde Street	Residential	226.96	14.00	50.00	290.96
9585	Poulsen Avenue	Residential	453.89	14.00	50.00	517.89
9935	Poulsen Avenue	Residential	217.37	14.00	50.00	281.37
10043	Poulsen Avenue	Residential	217.37	14.00	50.00	281.37
9375	Pradera Avenue	Multifamily	936.42	14.00	50.00	1,000.42
9532	Pradera Avenue	Residential	469.19	14.00	50.00	533.19
4467	Princeton Street	Residential	304.51	14.00	50.00	368.51
4869	Princeton Street	Residential	242.20	14.00	50.00	306.20
9209	Ramona Avenue	Residential	304.51	14.00	50.00	368.51
9223	Ramona Avenue	Residential	217.33	14.00	50.00	281.33
9587	Ramona Avenue	Residential	227.96	14.00	50.00	291.96
9595	Ramona Avenue	Residential	218.27	14.00	50.00	282.27
9352	Rose Avenue	Residential	214.57	14.00	50.00	278.57
9413	Rose Avenue	Residential	345.95	14.00	50.00	409.95
9414	Rose Avenue	Residential	217.37	14.00	50.00	281.37
9434	Rose Avenue	Residential	217.37	14.00	50.00	281.37
9441	Rose Avenue	Residential	226.53	14.00	50.00	290.53
9720	Rose Avenue	Residential	243.33	14.00	50.00	307.33
9734	Rose Avenue	Residential	217.37	14.00	50.00	281.37
9836	Rose Avenue	Residential	217.37	14.00	50.00	281.37
9866	Rose Avenue	Senior	215.29	14.00	50.00	279.29
4560	Rosewood Street	Residential	217.37	14.00	50.00	281.37
5361	Rosewood Street	Residential	426.96	14.00	50.00	490.96
5381	Rosewood Street	Residential	236.33	14.00	50.00	300.33
5389	Rosewood Street	Residential	250.96	14.00	50.00	314.96
5419	Rosewood Street	Residential	238.48	14.00	50.00	302.48
4164	Rudisill Street	Residential	217.37	14.00	50.00	281.37
4363	Rudisill Street	Residential	203.79	14.00	50.00	267.79
5360	Rudisill Street	Residential	243.33	14.00	50.00	307.33
5421	Rudisill Street	Residential	243.33	14.00	50.00	307.33
4711	San Bernardino Street	Residential	217.37	14.00	50.00	281.37
4749	San Bernardino Street	Residential	305.75	14.00	50.00	369.75
4844	San Bernardino Street	Residential	340.92	14.00	50.00	404.92
4874	San Bernardino Street	Residential	239.37	14.00	50.00	303.37
5133	San Bernardino Street	Residential	217.37	14.00	50.00	281.37
5174	San Bernardino Street	Multifamily	245.04	14.00	50.00	309.04
5361	San Bernardino Street	Residential	444.68	14.00	50.00	508.68
5489	San Bernardino Street	Residential	249.23	14.00	50.00	313.23
4424	San Jose Street #10	Residential	217.37	14.00	50.00	281.37

Street No.	Street	Account Type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4424	San Jose Street #12	Residential	\$ 217.37	\$ 14.00	\$ 50.00	\$ 281.37
4424	San Jose Street #18	Residential	217.37	14.00	50.00	281.37
4485	San Jose Street	Residential	326.89	14.00	50.00	390.89
4595	San Jose Street	Residential	356.20	14.00	50.00	420.20
5422	San Jose Street	Residential	228.10	14.00	50.00	292.10
5453	San Jose Street	Residential	226.16	14.00	50.00	290.16
5590	San Jose Street	Residential	386.41	14.00	50.00	450.41
10016	Santa Anita Avenue	Residential	223.31	14.00	50.00	287.31
9820	Saratoga Avenue	Residential	243.33	14.00	50.00	307.33
10817	Silicon Avenue	Residential	298.57	14.00	50.00	362.57
9811	Snowmass Drive	Senior	281.44	14.00	50.00	345.44
5225	State Street	Commercial	243.12	14.00	50.00	307.12
5134	Sundance Drive	Residential	362.95	14.00	50.00	426.95
9514	Surrey Avenue	Residential	222.77	14.00	50.00	286.77
9617	Surrey Avenue	Residential	217.37	14.00	50.00	281.37
9793	Surrey Avenue	Residential	217.37	14.00	50.00	281.37
9824	Tudor Avenue	Residential	217.37	14.00	50.00	281.37
9834	Tudor Avenue	Residential	217.37	14.00	50.00	281.37
9532	Tudor Avenue	Residential	240.24	14.00	50.00	304.24
9222	Vernon Avenue	Residential	217.37	14.00	50.00	281.37
9350	Vernon Avenue	Residential	228.81	14.00	50.00	292.81
9912	Vernon Avenue	Residential	377.37	14.00	50.00	441.37
10015	Vernon Avenue	Residential	203.70	14.00	50.00	267.70
5174	Village Drive	Residential	400.41	14.00	50.00	464.41
TOTALS			\$48,381.88	\$2,548.00	\$9,100.00	\$60,029.88

MINUTES OF THE MEETING OF THE MONTCLAIR PERSONNEL COMMITTEE HELD ON MONDAY, JUNE 16, 2014, AT 8:02 P.M. IN THE CITY ADMINISTRATIVE OFFICES, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 8:02 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of June 2, 2014.

Moved by City Manager Starr, seconded by Mayor Pro Tem Ruh, and carried unanimously to approve the minutes of the Personnel Committee meeting of June 2, 2014.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

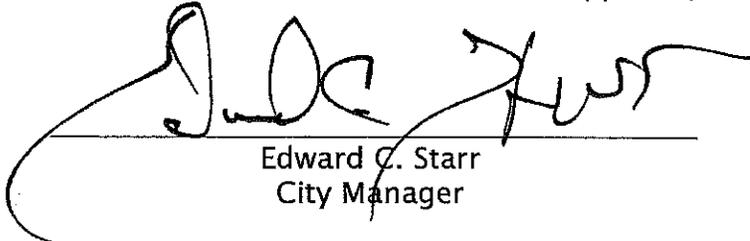
At 8:03 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

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

VI. ADJOURNMENT

At 8:22 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

MINUTES OF THE REGULAR MEETING OF THE
PUBLIC WORKS COMMITTEE HELD ON
THURSDAY, JUNE 19, 2014, AT 2:00 P.M. IN THE
CITY HALL CONFERENCE ROOM, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Chair Paulitz called the meeting to order at 2:00 p.m.

II. ROLL CALL

Present: Chair Paulitz; Committee Member Eaton; Public Works Director/City Engineer Hudson; Deputy City Manager/Director of Economic Development Staats; Public Works Superintendent Mendez; Facilities and Grounds Superintendent McGehee

Absent: Director of Community Development Lustro

Also Present: Captain Avels; Residents **Ms. Marisol Cuevas** (5686 Deodar Street), **Mr. John Verdugo** (5675 Caroline Street), **Ms. Shannon Miller** (5685 Caroline Street), **Ms. Elizabeth Valadez** (5685 Caroline Street), **Mr. Juan Al Cuevas** (5686 Deodar Street), and **Mr. Cristobal Gutierrez** (5490 San Jose Street)

III. APPROVAL OF MINUTES

A. Minutes of the Public Works Committee Meeting of April 17, 2014

The Public Works Committee approved the minutes of the Public Works Committee meeting of April 17, 2014.

IV. PUBLIC COMMENT

Residents **Ms. Marisol Cuevas**, **Mr. John Verdugo**, **Ms. Shannon Miller**, **Ms. Elizabeth Valadez**, **Mr. Juan Cuevas**, and **Mr. Cristobal Gutierrez** were all in attendance to discuss item IX C.

V. TRAFFIC SAFETY/CIRCULATION ISSUES

None

VI. POLICE DEPARTMENT UPDATES/ITEMS

None

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

Community Development Director Lustro was not present at the meeting, but Public Works Director/City Engineer Hudson gave a brief update on a few items.

There is a proposal to reactivate the proposal for the commercial building at the northwest corner of Ramona Avenue and Holt Boulevard. The project was originally proposed approximately seven to eight years ago. It was silent until about two years ago when the owners contacted staff, but then the project fizzled again. It is now two years later, and the project is being proposed again. The property is in pretty poor condition. The developer is interested in bringing in a variety store, relocating a current business to a larger location, and possibly locating a fast food restaurant on the corner. The project still has a ways to go.

A banner went up on the property across the street from Costco advertising that Starbucks and Tommy's will be coming soon.

VIII. PUBLIC WORKS DEPT.-MAINTENANCE ACTIVITIES UPDATES/ITEMS

A. Maintenance Activity Report

Chair Paulitz had a few questions on the Maintenance Activity Report.

Streets – Is the number of abandoned shopping carts increasing or decreasing? A draft Shopping Cart Ordinance was presented at the last Code Enforcement Committee meeting that would take effect sometime in 2016. The proposed Ordinance discusses a cart containment system. The carts will have electronic locks on the wheels so they cannot be taken past a certain point in the parking lot. The proposed Ordinance also allows for poles to be placed on the carts so they cannot be removed from the store. Public Works staff is still picking up a lot of shopping carts. A good portion of the abandoned shopping carts are from stores outside the City limits. Some of the main stores' carts are from El Super in Pomona and Wal-Mart in Ontario. If the carts are from a store outside the City, Public Works staff will return them; but if the store is farther away, the cart will be destroyed.

Sewers – Is the flushing of the Montclair Plaza Restaurant Main line decreasing or is it about the same since half of the food court inside of Montclair Plaza is empty? The food court is not really the issue; it is more on the south end of the Plaza down by Black Angus, Chili's, and Red Lobster. Those are the hot spots, and the line is flushed monthly. About two months ago, there was a major issue down there; and Black Angus had to do a lot of work on its portion going into the sewer lateral.

Trees – Whose responsibility is it to remove dead trees in the right-of-way? If it is a City tree, then it is the City's responsibility and West Coast Arborist handles these issues. There are four dead trees at Saratoga Park, and there are two Liquidambar trees on Flora just below Chair Paulitz's house. Lead Worker Chad Quidor has reported the trees in the park. A lot of trees were removed from Saratoga Park last year, so these are all new trees that have died.

There is a big chunk missing from the rubberized playground surface at the park. The missing chunks are caused by children continuing to pick at it and feet hitting the surface so hard it starts to deteriorate. Once a small hole starts, the children just start pulling it apart so it gets bigger and bigger. It is a continuous and expensive problem. The rubberized playground surface is a state requirement and cannot be replaced with anything else.

B. Update on Splash Pad play surface repair/replacement

After the Splash Pad opened for its fourth season in May 2013, staff found that the surface was coming up. The concrete was poured on top of the old substrate last Friday. Facilities and Grounds Superintendent McGehee inspected the concrete on Monday, and it was poured too thick. Facilities and Grounds Superintendent McGehee called the contractor who came out this morning to grind it all down. They have a 3/8-inch thick surface to pour the new rubber on top of. The surface was inspected today, and staff found that the slope did not bond with the old concrete. When the concrete is trod upon, air blows out from underneath it. Facilities and Grounds Superintendent McGehee is now going to meet with the surfacing people who will install the rubber next Tuesday at 8:00 a.m. They will discuss whether or not the concrete will support their product. If everything is OK, they expect to pour the rubber the week of July 7, 2014.

IX. PUBLIC WORKS DEPT. ENGINEERING DIVISION UPDATES/ITEMS

A. Request for blue curb for handicap parking at 4620 Evart Street (Curb cut/handicap ramp was requested at the Public Works Committee meeting on October 27, 2011)

4620 Evart is located at the corner of Felipe Avenue and Evart Street. About two years ago, the residents of 4620 Evart Street requested a handicap ramp to be cut in. Both residents use wheelchairs. At that time, the Committee had no problem issuing a permit to the property owner for the work to be done; but the City would not do the work for them. The property owner never did the work, and they are now requesting 20 feet of blue curb in front of their house.

The residents stated that sometimes they want to park in front of their homes instead of at the corner. They do have a driveway behind their home with full accessibility to their house from the driveway; but if they park in the front of the house, they have to wheel around to the driveway. Public Works Director/City Engineer Hudson suspects that the problem is that there is limited parking on the street in the evenings and on weekends, so the resident is not able to park directly in front of their house. The City painted a section of blue curb at Kingsley Street and Ramona Avenue several years ago, and it is the only location that has blue curb in the public right-of-way. The vehicle code does allow for handicap parking on a public street and leaves it up to the local jurisdiction on whether it

will be allowed. The Committee does not have a problem with the curb being painted blue. Public Works Director/City Engineer Hudson asked Public Works Superintendent Mendez to check with the residents on where they want the blue curb painted, at which time Public Works Superintendent Mendez could see if it is going to be effective without a wheelchair ramp.

Public Works Superintendent Mendez brought up that there are two other residents who live on that street who are also in wheelchairs; and if they see the curb being painted blue in front of this property, it may cause them to request blue curb in front of their house. The Committee indicated it would review any further requests. Captain Avels wants to make sure the resident realizes the parking will be open to any person with a disability and that it is not a reserved parking spot for the 4620 Evert Street resident. The blue curb should be removed once the handicapped resident relocates.

B. Northwest Montclair Sidewalk Infill Project/Improvement Act 1911

Public Works Director/City Engineer Hudson reviewed a map handout depicting all residential areas in the City that do not have sidewalks. A resident has made several requests for sidewalk on the west side of the City in various locations between Bonnie Brae Street and Moreno Street. There is a dense area in the center of the area that has no sidewalks. Engineering staff has applied for several grants under the State and Federal Safe Routes to Schools (SRTS) Program. The last time the City was successful on an SRTS grant was about ten years ago when the City received a total of \$400,000. The funds were used for quite a lot of sidewalk improvements throughout the City. The City has not been successful in receiving grants since. The reason it may have been successful in the past is because the City concentrated on major streets accessing the schools. Now only interior residential streets need to be done and traffic volumes are not as high so that is probably why the City has not been successful in getting a grant for these areas.

There is a program under the Streets and Highways Code under Chapter 27 dealing with the Improvement Act of 1911. If a majority (50 percent or more) of the homes have improvements, the City could require the remaining property owners to pay for the infill that is necessary to complete the improvements. This program is not a voluntary project; it is a mandatory project in which the City is giving the direction. Most of these streets would not qualify for that program because the City does not have 50 percent. The other part of the program, the voluntary program, is when 60 percent or more of the residents sign a petition requesting the City put in a sidewalk and the residents agree to pay for the entire project. If 60 percent are willing to participate in the voluntary program, then they force the cooperation of the remaining 40 percent. There is a modification of that program that Los Angeles County (County) has been using for many years; but because of a lack of funding, the

County suspended the program in 1995. The program was voluntary, and the County would subsidize the improvements. The property owners would pay approximately \$5 a foot for curb and gutter and approximately \$5 a lineal foot for sidewalk construction. When the County suspended the program in 1995, the sidewalk contribution had gone up to \$7.50 a lineal foot. Public Works Director/City Engineer Hudson is proposing the City develop a similar program whereby the residents or property owners would pay a portion of the cost and the City would determine what that amount would be. The City would take responsibility for preparing the plans if needed, advertising the project, and publishing a notice for the public hearing. Upon completion of the work, the property owner would be billed. The bill could be paid all at once if the residents so choose. If they do not pay it, then a lien could be placed on the tax bill and the property owner would pay it off over a maximum of a ten-year period. The interest rate is set at a maximum of 7 percent, but it could be set as low as 0 percent. It is a good program, particularly if the City is picking up a portion of the cost. If the City receives an SRTS grant, there is usually a local match required that is between 10 to 20 percent. So even if the City received grant funds, the City is still subsidizing the work. This is a way to have sidewalks constructed in residential neighborhoods. The Committee agrees that a program should be put in place and would like Public Works Director/City Engineer Hudson to put a program together and present it to the Committee for review.

- C. Request to Close Walkway to Benson Avenue from Deodar and Caroline Streets (A similar request was made on Caroline Street and presented to the Committee on October 27, 2011)

In 2011, there was a request from a resident on Caroline Street to close off the existing sidewalk to Benson Avenue. The complaint was that there was easy access for homes in the neighborhood to be burglarized and vandalized and the walkway would be used as an escape route. The Committee's decision at the time was that if the residents wanted the walkway closed, they would have to contribute funds toward its closure. At the time, none of the residents were willing to do so.

A few weeks ago, another request came related to closure of the walkway to Deodar Street for the same issue as Caroline Street. Public Works Director/City Engineer Hudson discussed the request with Police Chief deMoet, and he indicated that to have it open makes it a little more accessible. Police Chief deMoet thinks closing it might reduce the potential for crime. **Mr. Cuevas**, who brought the request to the City, is willing to do the work necessary to close it off. There is at least one resident and possibly others who are willing to contribute to the cost of the closure.

Public Works Director/City Engineer Hudson prepared a petition that was sent to 12 residents who live at the end of the cul-de-sac on Deodar Street and Caroline Street. Public Works Director/City

Engineer Hudson received 11 out of 12 signed petitions back, and everyone who responded would like to see the access closed. There were no objections to the closure, but one resident did not respond. The petition indicated that if a resident did not respond, it would be assumed the resident had no objection to the closure.

Staff has contacted Ontario-Montclair School District to see if there was a concern with that route being used for kids living in the area. **Mr. Cuevas** who lives at 5686 Deodar Street is the resident who put in the request for Deodar Street. For the last four years, he has been having issues with robberies and people leaving trash on his property. He has children, and he is worried about the safety of his children while playing in the front yard.

Ms. Shannon Miller, whose residence at 5685 Caroline Street is adjacent to the walkway, indicated she has noticed a lot of the same issues discussed by **Mr. Cuevas**. She has put in additional landscaping and has cleared some shrubs around her house so people cannot hide in the walkway and people can actually see through the walkway now from her front yard. There are a lot of people who walk through there constantly, and there is a lot of trash. She indicated that from her backyard, she has seen teenagers getting high behind the wall. She was the one resident who did not return the petition because of some questions and concerns. She had some questions about the funding and she wanted to know the details of how the walkway would be closed. She knew that she could not build on the existing wall so she put in Italian Cypresses to try to build a barrier that was legally allowed. She is worried with the closure that people will hop over the wall and into her yard.

Mr. John Verdugo, who resides at 5675 Caroline Street, reported that they have had three break-ins in the past month and there are homeless people living behind his other neighbor's house. He picks up the trash in the neighborhood. A few years ago, a man held a gun to his son's head because his son was trying to aid an ice cream vendor from being robbed.

One of the problems the City has is the wall that is being discussed is actually a wall that was built by the City within the City right-of-way. The walls were not built on private property by the developer's. At the time the City built the wall, the City was complying with an Ordinance that prohibited the wall from being more than 42 inches high within the front-yard setback. Public Works Director/City Engineer Hudson has since talked to Community Development Director Lustro about the need to have a wall height restricted to 42 inches. Community Development Director Lustro agreed that it was illogical to keep the wall height at 42 inches. If the prevailing height is 5 feet or a little over 5 feet, there is nothing in the City's Ordinance that would prohibit the City from extending a wall 5 feet high. The City has plans showing how the wall was constructed since it was a City project. It was determined that the footing on the short wall is no different than the footing on the tall wall, which

means that the existing wall could be added onto without having to tear down the existing wall.

Another issue is that there is an 18-inch gap between the wall and the oleanders to allow maintenance staff to trim the oleanders, but it also allows for other people to get in that space as well and be shielded from Police or anybody else. The oleanders need to be grown right against the wall. If the residents do not want the oleanders to come over the wall, they can trim them even with the wall. In the sections where the walkway will be closed off, staff will look for mature oleanders to transplant. A temporary irrigation system would need to be put in to get the plants to mature. Public Works Director/City Engineer Hudson's intent is to plant them close together allowing them to mature to the full height of at least five or six feet high. They can grow up against the wall and out even with the sidewalk so nobody would be able to get behind them. Staff may want to look at something other than oleanders because there is an oleander blight going around right now. Staff would like to plant something that will grow quickly and dense.

The walkway is currently owned by the City. **Mr. Cuevas** does not care if the sidewalk stays or is removed, but Public Works Director/City Engineer Hudson would like to see it removed. Having the sidewalk removed would be like having a parkway that the property owner is responsible for maintaining. This is where the City would ask for a contribution from the other property owners to allow the City to take out the sidewalk and put grass or shrubs in to make it look like a true cul-de-sac.

Deputy City Manager/Director of Economic Development Staats asked if wrought iron had been looked at as a possibility. Public Works Director/City Engineer Hudson drew a sketch showing wrought iron being mounted to the top of the existing wall. It also included a five-foot section in between the two wall sections, and it would be about ten feet wide.

The direction of the Committee is for Public Works Director/City Engineer Hudson to work with the residents to develop a plan and bring it back to a future Committee meeting. The Committee would like to see detailed plans and pictures of what would be put in place.

X. CAPITAL PROJECT UPDATES

Public Works Director/City Engineer Hudson reported the status of the following capital improvement projects:

A. MONTE VISTA AVENUE/UPRR GRADE SEPARATION PROJECT

Staff received proposals for the design work last Thursday and sent copies to the review committee. The review committee consists of Public Works Director/City Engineer Hudson, Community Development Director Lustro, a representative from SANBAG, and consultant Fred Alamolhoda. The review committee met earlier in the day, and

the three proposals received are all from well-qualified firms. Interviews with the firms will take place a week from Monday to select the best-qualified consultant for that work. It will be about a three-month process to get a Request for Authorization (RFA) and to award the contract from Caltrans. Once staff has the RFA, then an agreement could be presented to the City Council for the design. The project is back to the drawing board for design, but all of the environmental is complete under State and Federal.

B. CENTRAL AVENUE/UPRR GRADE SEPARATION RECONSTRUCTION

Caltrans is still evaluating the report of whether it should be a complete replacement or just a replacement of the deck. It will be impossible to do a deck replacement because a new agreement will have to be done with Union Pacific Railroad (UPRR). Currently there is a seven span structure across the railroad. The City will start out with a clear-span structure; and if the City is lucky, it will be negotiated to a three-span structure. With a three-span structure, the soil pressure loading on the columns would be greater if half of the columns are removed because the remaining columns will have to carry twice the load. Since they are not designed for that, it will become a complete removal and reconstruction at the overcrossing.

C. MONTE VISTA AVENUE WIDENING PROJECT - MISSION BOULEVARD TO HOWARD STREET

This project will widen Monte Vista Avenue on the east side between Mission Boulevard and Howard Street. So far all of the trees have been removed and the utility poles have been relocated. Staff is waiting for Verizon and Time Warner to complete their work. Time Warner is working on it this week and should complete it this week. Verizon should be here next week and they will move their wires over and remove the poles. Once Verizon and Time Warner are done then the City's contractor can start the actual widening.

D. RECREATION BUILDING REMODEL

This project will update some of the facilities in the Recreation Building. The restrooms and showers will be updated; installation of an employee restroom; install sink and plumbing in employee break room. The plan check comments from the Building Department have all been addressed by the consultant. It is staff's intent to bring a request for authorization to advertise the project to the next City Council meeting. Funding is going to be very tight. There is CDBG funding from the last couple of years plus as of July 1, 2014, the City should receive an additional \$250,000 so the City should have about \$650,000 in CDBG funds for this project. The engineers estimate is approximately \$650,000.

E. SUNRISE PARK BLOCK WALL RECONSTRUCTION

This affects the northerly wall throughout the length of the park. Bids were opened for this project a few weeks ago. There were a

total of six bids received. The engineers estimate was \$100,000, the low bid came in at \$130,000 and the high bid came in well over \$500,000. There were a few problems with the low bidder. They failed to include a properly signed bid bond, they did not list any sub contractors, and the contractor was not going to do any of the work they were going sub contract it all out. The low bid was rejected and the second low bid was over \$200,000. Staff received City Council approval to reject all of the bids and to readvertise the project. The wall work was going to originally be 500 feet long it has been reduced to 300 feet long to replace only the sections that are actually damaged. This bid should be closer to \$130,000.

F. CENTRAL AVENUE/SAN BERNARDINO STREET TRAFFIC SIGNAL UPGRADE

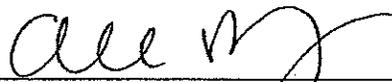
The intent of the project is to make Central Avenue and San Bernardino Street a protected left turn at all four approaches. This project is federally funded. The design is just about complete. Caltrans has to do a federal environmental compliance check on the project. It is about a three month process to get authorization to advertise from Caltrans. The project will probably not start until later in the year because the lead time for signal equipment is typically three to four months. So even after the contract has been awarded it could be three months before the work actually gets started. The work schedule will have to be evaluated come Christmas time because staff does not want Central Avenue to be torn up during Christmas time. If it can be completed before Christmas it will if not then it will be completed after the Christmas season.

XI. ADJOURNMENT

The next meeting of the Public Works Committee will be at 2:00 p.m. on July 17, 2014.

At 2:53 p.m., Chair Paulitz adjourned the meeting.

Submitted for Public Works Committee approval,



Alicia Johnson
Transcribing Secretary