

**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 21, 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](http://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**

**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. First Reading – Consider Adoption of Ordinance No. 14-943  
Adding Chapter 11.67 to the Montclair Municipal Code Related to  
Shopping Cart Containment and Management [CC] 4

**VIII. CONSENT CALENDAR**

- A. Approval of Minutes – None
- B. Administrative Reports
  - 1. Consider Receiving and Filing of Treasurer’s Report [CC] 19
  - 2. Consider Approval of Warrant Register and Payroll  
Documentation [CC] 20
  - 3. Consider Receiving and Filing of Treasurer’s Report [SA] 21
  - 4. Consider Approval of Warrant Register [SA] 22
  - 5. Consider Receiving and Filing of Treasurer’s Report [MHC] 23
  - 6. Consider Approval of Warrant Register [MHC] 24
  - 7. Consider Receiving and Filing of Treasurer’s Report [MHA] 25
  - 8. Consider Approval of Warrant Register [MHA] 26
  - 9. Consider Authorization to Purchase One 2014 Honda ST1300 PA  
Police Motorcycle From Huntington Beach Honda [CC] 27
  - 10. Consider Authorizing Creation of the Police Department Traffic  
Safety Division [CC] 30
  - 11. Consider Authorization to Advertise for Bid Proposals for the  
Human Services and Recreation Building Remodel Project [CC] 33
  - 12. Consider Designation of Voting Delegate to the League of  
California Cities 2014 Annual Conference & Expo, September 3-5,  
2014, Los Angeles, California [CC] 34
- C. Agreements
  - 1. Consider Approval of Agreement No. 14-57 With the  
San Bernardino County Fire Protection District to Receive  
Approximately \$15,118 in Matching Funds From the FY2014  
Emergency Management Performance Grant Program [CC] 35
  - 2. Consider Approval of Agreement No. 14-58 With Moule &  
Polyzoides, Architects and Urbanists [CC] 47
  - 3. Consider Approval of Agreement No. 14-59 With Best Best &  
Krieger, LLP, Regarding a Montclair Plaza Project [CC] 62
  - 4. Consider Approval of Agreement No. 14-60 With Bilingual Family  
Counseling Services to provide Case Management Services [CC] 72

- 5. Consider Approval of Agreement No. 14-62 With Kaiser Foundation Hospitals, Ontario, to Fund a Portion of the Costs Associated With the Montclair Golden Express Program [CC] 79

**D. Resolutions**

- 1. Consider Adoption of Resolution No. 14-3043 Declaring the Need for Emergency Contracting Procedures and Authorizing Performance Related to Sewer Mainline Repairs [CC]

Consider Authorization of a \$20,000 Appropriation From the Sewer Maintenance Fund for Sewer Mainline Repairs Adjacent to the 8900 Block of Fremont Avenue [CC] 85

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. RESPONSE - None**

**XI. COMMUNICATIONS**

A. City Attorney

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/SA/MHC/MHA Board

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

1. Minutes of the Code Enforcement Committee Meeting of June 16, 2014 90

2. Minutes of the Personnel Committee Meeting of July 7, 2014 92

**XII. ADJOURNMENT OF CITY COUNCIL, SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS, AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS**

*The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, August 4, 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 17, 2014.*

## AGENDA REPORT

**SUBJECT:** CONSIDER ADOPTION OF ORDINANCE  
NO. 14-943 ADDING CHAPTER 11.67  
TO THE MONTCLAIR MUNICIPAL CODE  
RELATED TO SHOPPING CART CONTAIN-  
MENT AND MANAGEMENT

FIRST READING

**DATE:** July 21, 2014  
**SECTION:** PUBLIC HEARINGS  
**ITEM NO.:** A  
**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.

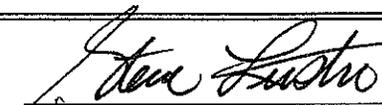
Shopping cart containment can be implemented in a number of ways. Retailers utilizing a limited number of shopping carts and/or which do not sell large bulky items may choose to simply attach a pole to each cart prohibiting them from being removed through the store's doorway out into the parking lot. 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:

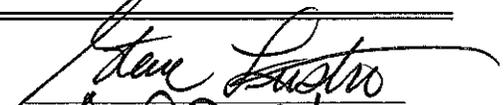
Fallas, 5391 Moreno Street  
Ross Dress for Less, 5459 Moreno Street  
99¢ Wow Bargain, 9840 Central Avenue

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

Prepared by:



Reviewed and  
Approved by:



Proofed by:



Presented by:



in 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.

On July 9, 2014, letters were sent to the store directors of 39 retail stores and the owners of record of four coin laundry businesses in Montclair advising them that the City Council would be considering a proposed Cart Containment Ordinance at a public hearing at tonight's meeting along with a copy of proposed Ordinance No. 14-943. Letters were sent not only to retailers that provide shopping carts but do not have any cart containment devices or systems in place but also to those that provide shopping carts and do currently have cart containment devices or systems in place, retailers that do not currently provide shopping carts for their customers but may choose to do so in the future, and to coin laundry operators who provide laundry carts for their customers or may choose to do so in the future. Copies of the letters, which were also provided to the Montclair Chamber of Commerce, are included in the Council packets for reference, along with the mailing list of businesses that were sent a copy of the letter.

**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 adopt the first reading of 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:**

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

**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



# MONTCLAIR

July 8, 2014

Dear Store Director:

The illegal removal of shopping carts from the premises of Montclair retailers and their subsequent abandonment in the community has long created blight on the City's neighborhoods, has the potential to be injurious to the health, safety and general welfare of residents, and also adds to retailers' cost of doing business. In response to this problem over the past decade, the Community Development Department has implemented, where possible, a requirement for new businesses that provide shopping carts for the convenience of its customers to install cart containment devices or systems in order to prevent theft of shopping carts and their subsequent abandonment in the community.

Because of the success of the implementation of this condition on new businesses, staff now finds it appropriate to extend the requirement for cart containment devices and/or systems to existing retailers in the City that currently have no such devices and/or systems in place. Accordingly, the Montclair City Council will be considering Ordinance No. 14-943 at a public hearing at the following date, time and location:

**Monday, July 21, 2014, at 7:00 p.m.**  
**Council Chamber**  
**Montclair City Hall**  
**5111 Benito Street, Montclair, CA 91763**

The proposed Ordinance would require existing retailers that provide shopping carts for the convenience of its customers to install cart containment devices and/or systems on their respective premises no later than **January 1, 2016**. A copy of the proposed Ordinance is attached for your reference.

You are receiving a copy of this notice because your business currently provides shopping carts for the convenience of customers and would be subject to the proposed Ordinance, or your business may not necessarily provide shopping carts at the present time but may choose to do so in the future, at which time the business would be subject to the provisions of the Ordinance. If your business already has cart containment devices or a system in place, this Ordinance will not affect your business.

If you have any questions regarding the Ordinance in advance of the public hearing, please feel free to contact me at (909) 625-9431 or [slustro@cityofmontclair.org](mailto:slustro@cityofmontclair.org). If you are unable to attend the public hearing and would like to submit comments regarding the Ordinance, please send them to my attention at the address below or via email.

Sincerely,

Steve Lustro, AICP  
Community Development Director

c: Darleen Curley, President/CEO, Montclair Chamber of Commerce

Attachment – Ordinance No. 14-943  
CITY OF MONTCLAIR

5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

Mayor Paul M. Eaton • Mayor Pro Tem Bill Ruh • Council Members: Leonard Paulitz, Carolyn Raft, J. John Dutrey • City Manager Edward C. Starr



# MONTCLAIR

July 8, 2014

Dear Coin Laundry Owner:

The illegal removal of shopping and laundry carts from the premises of Montclair retailers and their subsequent abandonment in the community has long created blight on the City's neighborhoods, has the potential to be injurious to the health, safety and general welfare of residents, and also adds to retailers' cost of doing business. In response to this problem over the past decade, the Community Development Department has implemented, where possible, a requirement for new businesses that provide shopping carts for the convenience of its customers to install cart containment devices or systems in order to prevent theft of shopping carts and their subsequent abandonment in the community.

Because of the success of the implementation of this condition on new businesses, staff now finds it appropriate to extend the requirement for cart containment devices and/or systems to existing retailers and coin laundries in the City that currently have no such devices and/or systems in place. Accordingly, the Montclair City Council will be considering Ordinance No. 14-943 at a public hearing at the following date, time and location:

**Monday, July 21, 2014, at 7:00 p.m.  
Council Chamber  
Montclair City Hall  
5111 Benito Street, Montclair, CA 91763**

The proposed Ordinance would require existing retailers and coin laundries that provide carts for the convenience of its customers to install cart containment devices and/or systems on their respective premises no later than **January 1, 2016**. A copy of the proposed Ordinance is attached for your reference.

You are receiving a copy of this notice because your coin laundry business provides carts for the convenience of customers and would be subject to the proposed Ordinance, or your business may not necessarily provide carts at the present time but may choose to do so in the future, at which time the business would be subject to the provisions of the Ordinance.

If you have any questions regarding the Ordinance in advance of the public hearing, please feel free to contact me at (909) 625-9431 or [slustro@cityofmontclair.org](mailto:slustro@cityofmontclair.org). If you are unable to attend the public hearing and would like to submit comments regarding the Ordinance, please send them to my attention at the address below or via email.

Sincerely,

Steve Lustro, AICP  
Community Development Director

c: Darleen Curley, President/CEO, Montclair Chamber of Commerce

Attachment – Ordinance No. 14-943  
CITY OF MONTCLAIR

5111 Benito Street, P.O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

DARLEEN CURLEY, PRES/CEO  
MONTCLAIR CHAMBER OF COMM  
8880 BENSON AVE STE 110  
MONTCLAIR CA 91763

STORE DIRECTOR  
FALLAS  
5391 MORENO ST  
MONTCLAIR CA 91763

STORE DIRECTOR  
ROSS DRESS FOR LESS  
5459 MORENO ST  
MONTCLAIR CA 91763

STORE DIRECTOR  
99¢ WOW BARGAIN  
9840 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
TARGET  
9052 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
DOLLAR GENERAL  
9860 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
CVS PHARMACY  
4535 HOLT BLVD  
MONTCLAIR CA 91763

STORE DIRECTOR  
FAMILY DOLLAR  
10144 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
HARBOR FREIGHT TOOLS  
9137 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
SPORTS AUTHORITY  
5445 MORENO ST  
MONTCLAIR CA 91763

STORE DIRECTOR  
TOOLS R US  
9055 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
PRICE COAST OUTLET  
8975 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
SHERWIN-WILLIAMS  
8955 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
FRAZEE PAINT  
5350 OLIVE ST  
MONTCLAIR CA 91763

STORE DIRECTOR  
LIGHT BULBS ETC  
8760 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
AUTO ZONE  
8780 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
AUTO ZONE  
5183 HOLT BLVD  
MONTCLAIR CA 91763

STORE DIRECTOR  
PIER 1 IMPORTS  
5440 MORENO ST  
MONTCLAIR CA 91763

STORE DIRECTOR  
PEP BOYS  
5150 ARROW HWY  
MONTCLAIR CA 91763

STORE DIRECTOR  
99¢ ONLY STORE  
5200 MORENO ST  
MONTCLAIR CA 91763

STORE DIRECTOR  
PETCO  
9137 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
TUESDAY MORNING  
9197 CENTRAL AVE STE G  
MONTCLAIR CA 91763

STORE DIRECTOR  
COSTCO  
9404 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
STATER BROS.  
9575 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
CARDENAS MARKETS  
10455 MILLS AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
MONTCLAIR FARMERS MARKET  
10170 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
3-WAY THRIFT  
10174 CENTRAL AVE  
MONTCLAIR CA 91763

STORE DIRECTOR  
GREAT DEALS THRIFT STORE  
5407 HOLT BLVD  
MONTCLAIR CA 91763

STORE DIRECTOR  
QUALITY THRIFT STORE  
4433 HOLT BLVD  
MONTCLAIR CA 91763

STORE DIRECTOR  
WSS  
5280 HOLT BLVD  
MONTCLAIR CA 91763

STORE DIRECTOR  
O'REILLY AUTO PARTS  
4020 HOLT BLVD  
MONTCLAIR CA 91763

STORE DIRECTOR  
KORE SKATE SHOP  
4168 HOLT BLVD  
MONTCLAIR CA 91763

STORE DIRECTOR  
KINGS STREETWEAR  
4889 HOLT BLVD  
MONTCLAIR CA 91763

STORE DIRECTOR  
STYLES FOR LESS  
5467 MORENO ST  
MONTCLAIR CA 91763

STORE DIRECTOR  
HEARTLAND THRIFT STORE  
4737 HOLT BLVD  
MONTCLAIR CA 91763

STORE DIRECTOR  
PWW THRIFT STORE  
4669 HOLT BLVD  
MONTCLAIR CA 91763

STORE DIRECTOR  
SEARS  
5080 MONTCLAIR PLAZA LN  
MONTCLAIR CA 91763

STORE DIRECTOR  
JC PENNEY  
5100 MONTCLAIR PLAZA LN  
MONTCLAIR CA 91763

STORE DIRECTOR  
MACY'S  
5000 MONTCLAIR PLAZA LN  
MONTCLAIR CA 91763

STORE DIRECTOR  
BEST BUY  
8960 CENTRAL AVE  
MONTCLAIR CA 91763

CHONG & GINA PAK  
LUCKY COIN LAUNDRY  
9802 CENTRAL AVE  
MONTCLAIR CA 91763

JOHN KARPONTINIS  
JK's COIN LAUNDRY  
5867 STRAWBERRY PL  
CHINO CA 91710

TCIK CORP  
SUPER WASH  
4234 HOLT BLVD  
MONTCLAIR CA 91763

JIN HYUN BAE  
BEST COIN LAUNDRY  
25642 BIRCHLEAF CT  
VALENCIA CA 91381

## AGENDA REPORT

---

---

**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** July 21, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.** 1

**FILE I.D.:** FIN520

**DEPT.:** ADMIN. SVCS.

---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending June 30, 2014, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2014.

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

**RECOMMENDATION:** Staff recommends the City Council receive and file the Treasurer's Report for the month ending June 30, 2014.

---

---

Prepared by:

*Donald Parker*

Reviewed and  
Approved by:

*[Signature]*

Proofed by:

*[Signature]*

Presented by:

*[Signature]*

---

---

## AGENDA REPORT

---

---

**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION      **DATE:** July 21, 2014  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 2  
**FILE I.D.:** FIN540  
**DEPT.:** ADMIN. SVCS.

---

---

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

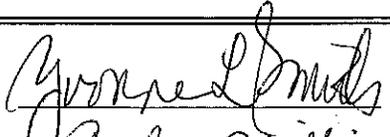
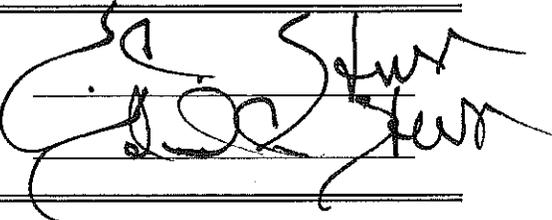
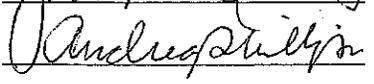
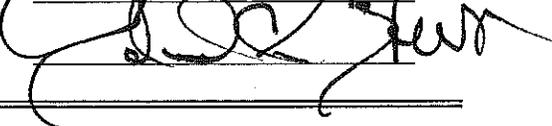
**BACKGROUND:** Mayor Pro Tem Ruh has examined the Warrant Register dated July 21, 2014 and Payroll Documentation dated June 1, 2014, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated July 21, 2014, totals \$606,658.69. The Payroll Documentation dated June 1, 2014, totals \$530,307.01 gross, with \$369,942.02 net being the total cash disbursement.

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

---

---

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

---

---

## AGENDA REPORT

---

---

**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** July 21, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 3

**FILE I.D.:** FIN510

**DEPT.:** SUCCESSOR RDA

---

---

**REASON FOR CONSIDERATION:** The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending June 30, 2014, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending June 30, 2014.

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

**RECOMMENDATION:** Staff recommends the City Council acting as successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending June 30, 2014.

---

---

Prepared by:

*Glenn A. Parker*  
*Gene L. Smith*

Reviewed and  
Approved by:

Presented by:

*Glenn A. Parker*  
*Gene L. Smith*

---

---

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER	<b>DATE:</b> July 21, 2014
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 4
	<b>FILE I.D.:</b> FIN530
	<b>DEPT.:</b> SUCCESSOR RDA

---

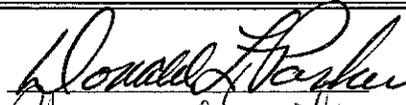
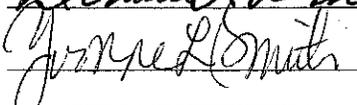
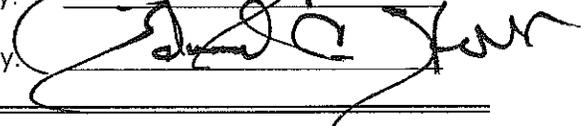
**REASON FOR CONSIDERATION:** The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending June 30, 2014, pursuant to state law.

**BACKGROUND:** Vice Chairman Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 06.01.14-06.30.14 in the amounts of \$45.00 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds; \$0.00 from the Tax Exempt Bond Proceeds and \$0.00 from the Taxable Bond Proceeds and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairman Ruh recommends the City Council as successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending June 30, 2014.

---

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

---

## AGENDA REPORT

---

---

**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** July 21, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 5

**FILE I.D.:** FIN525

**DEPT.:** MHC

---

---

**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending June 30, 2014, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2014.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2014.

---

---

Prepared by:

*Ronald Parker*

Reviewed and  
Approved by:

*E. J. Hart*

Proofed by:

*Yvonne L. Smith*

Presented by

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF WARRANT REGISTER	<b>DATE:</b> July 21, 2014
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 6
	<b>FILE I.D.:</b> FIN545
	<b>DEPT.:</b> MHC

---

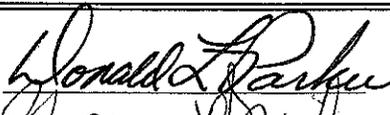
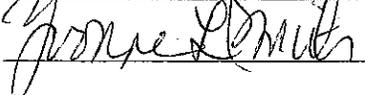
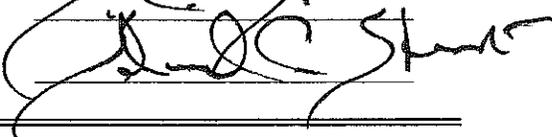
**REASON FOR CONSIDERATION:** The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2014, pursuant to state law.

**BACKGROUND:** Vice Chairman Ruh has examined the Warrant Register dated 06.01.14-06.30.14 in the amount of \$42,214.30 for the Montclair Housing Corporation and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairman Ruh recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending June 30, 2014.

---

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

---

## AGENDA REPORT

---

**SUBJECT:** CONSIDER RECEIVING AND FILING OF  
TREASURER'S REPORT

**DATE:** July 21, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 7

**FILE I.D.:** FIN525

**DEPT.:** MHA

---

**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending June 30, 2014, pursuant to state law.

**BACKGROUND:** Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2014.

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

**RECOMMENDATION:** Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2014.

---

Prepared by:

*Donald Parker*

Reviewed and  
Approved by:

*[Signature]*

Proofed by:

*Gyome L. Smith*

Presented by:

## AGENDA REPORT

---

---

**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER    **DATE:** July 21, 2014  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 8  
**FILE I.D.:** FIN545  
**DEPT.:** MHA

---

---

**REASON FOR CONSIDERATION:** The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2014, pursuant to state law.

**BACKGROUND:** Vice Chairman Ruh has examined the Warrant Register dated 06.01.14-06.30.14 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

**RECOMMENDATION:** Vice Chairman Ruh recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending June 30, 2014.

---

---

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

---

---

## AGENDA REPORT

---

---

<b>SUBJECT:</b> CONSIDER AUTHORIZATION TO PURCHASE ONE 2014 HONDA ST1300 PA POLICE MOTORCYCLE FROM HUNTINGTON BEACH HONDA	<b>DATE:</b> July 21, 2014 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 9. <b>FILE I.D.:</b> PDT362/PDT450 <b>DEPT.:</b> POLICE
--	--

---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the purchase of one 2014 Honda ST1300 PA police motorcycle from Huntington Beach Honda. This vehicle would not be a replacement vehicle because the Police Department does not currently have a Motor Officer Program.

**BACKGROUND:** In researching motorcycles commonly utilized by other police departments in the region, the two most commonly used are the BMW 1200 RT-P and the Honda ST1300 PA. Both motorcycles are purpose-built vehicles, which offer a police package equipped with provisions and upgrades to specifically meet the higher demands of police service. These include, but are not limited to, suspension upgrades, electrical upgrades, and electronic engine tuning.

It was determined while researching this item that both the BMW 1200 RT-P and the Honda ST1300 PA are practical motorcycles fully capable of serving a jurisdiction such as the City of Montclair. Both offer acceptable performance and are laden with safety features which are preferred by various law enforcement agencies. The Honda ST1300 PA is more readily available than BMW at this time, as the 2014 model-year BMW 1200 RT-P is at the end of its production. The motorcycle is currently unavailable and BMW estimates agencies will not take delivery of preordered motorcycles until December 2014 through early 2015.

The San Bernardino County Sheriff's Academy operates a vigorous two-week basic academy which is a prerequisite to become a Motor Officer. The school accepts any factory police, purpose-built motorcycles to attend the training; however, they offer rental of the Honda 1300 PA to complete the course. The training coordinator preferred the motorcycle due to its dependability, safety features, agility, and lower cost of repairs for damaged items during the training program. Furthermore, other jurisdictions currently utilizing the Honda 1300 PA have either transitioned to or reordered new Honda motorcycles to replace their aging fleets. Some specific safety and cost considerations they noted about the motorcycle were its water-cooled engine for decreased rider temperature and fatigue, linked/integrated braking system from front to rear wheels, and lower maintenance expenses.

Several Honda motorcycle dealers were contacted to obtain bids on the Honda ST1300 PA. Bid quotations were received from the following vendors:

---

---

Prepared by: <u>          <i>Jason Reed</i>          </u>	Reviewed and Approved by: <u>          <i>M. de Maet</i>          </u>
Proofed by: <u>          <i>Sharon Aguirre</i>          </u>	Presented by: <u>          <i>[Signature]</i>          </u>

---

---

<i>Vendor</i>	<i>Bid Amount</i>
Huntington Beach Honda	\$17,971
Honda Motorcycles of Redlands	\$18,473
John Burr Motorcycles	\$19,376

Huntington Beach Honda provided the lowest bid and is the recommended vendor for this purchase. Huntington Beach Honda is one of the largest suppliers of police motorcycles in the area. It currently services several cities in the area for maintenance and repairs of Honda motorcycles, though maintenance and repairs on the Honda ST1300 PA may be completed at any authorized Honda motorcycle dealer.

The bids include the cost of one stock Honda ST1300 PA police motorcycle from the factory without police equipment. The cost of outfitting this motorcycle with all necessary police equipment is estimated to cost from \$8,000 to \$11,000. Should the City Council approve this item, a funding request to outfit the motorcycle with police equipment would be forthcoming.

**FISCAL IMPACT:** Should City Council authorize this item, funding in the amount of \$17,971 for purchase of a Honda ST1300 PA police motorcycle is available in Police Department's Fiscal Year 2013-14 Supplemental Law Enforcement Services Fund grant.

**RECOMMENDATION:** Staff recommends the City Council authorize the purchase of one 2014 Honda ST1300 PA police motorcycle from Huntington Beach Honda.

CITY OF MONTCLAIR - BID QUOTATION FORM

DEPARTMENT: POLICE DEPARTMENT DATE: 7/14/14

PURCHASE REQUISITION NO. \_\_\_\_\_

ITEM(S) DESCRIPTION: (1) ONE 2014 HONDA ST1300 PA POLICE MOTORCYCLE WITHOUT EMERGENCY EQUIPMENT

REASON FOR PURCHASE: VEHICLE REQUIRED FOR MPD MOTOR PROGRAM TRAFFIC ENFORCEMENT, COMMUNITY TRAFFIC SAFETY/EDUCATION

QUOTES OBTAINED BY: LT. J. REED

VENDORS CONTACTED

		Quote (1):	
(1) NAME:	<u>JOHN BURR MOTORCYCLES</u>	Item #1	<u>17,900<sup>00</sup></u>
REPRESENTATIVE:	<u>HANK OBERMEYER</u>	Item #2	<u>Ø</u>
ADDRESS:	<u>9008 SIERRA AVE.</u>	Total	<u>17,900</u>
	<u>FONTANA, CA 92335</u>	Tax	<u>1,476</u>
TELEPHONE:	<u>(909) 823-1338</u>	Shipping	<u>Ø</u>
COMMENTS:	<u>WILL NOT INSTALL ANY EMERGENCY EQUIPMENT</u>	Labor	<u>Ø</u>
		Total	<u>19,376</u>

		Quote (2):	
(2) NAME:	<u>HONDA/YAMAHA/HUSQVARNA OF REDLANDS</u>	Item #1	<u>16,799<sup>00</sup></u>
REPRESENTATIVE:	<u>TONY RALEY</u>	Item #2	<u>266.00</u>
ADDRESS:	<u>215 E. REDLANDS BLVD</u>	Total	<u>17065</u>
	<u>REDLANDS, CA 92373</u>	Tax	<u>1,407</u>
TELEPHONE:	<u>(909) 793-2833</u>	Shipping	<u>Ø</u>
COMMENTS:	<u>WILL NOT INSTALL EMERGENCY EQUIP, SEND BIKE TO OUTSIDE VENDOR</u>	Labor	<u>Ø</u>
		Total	<u>18,473</u>

		Quote (3):	
(3) NAME:	<u>HUNTINGTON BEACH HONDA M/C</u>	Item #1	<u>16,533</u>
REPRESENTATIVE:	<u>ROGER SMITH</u>	Item #2	<u>68.50</u>
ADDRESS:	<u>17555 BEACH BLVD.</u>	Total	<u>16,601.50</u>
	<u>HUNTINGTON BEACH, CA 92647</u>	Tax	<u>1,370</u>
TELEPHONE:	<u>(714) 842-5533</u>	Shipping	<u>Ø</u>
COMMENTS:	<u>WILL INSTALL ALL EMERGENCY EQUIP. IF REQ. W/ WARRANTY</u>	Labor	<u>Ø</u>
		Total	<u>17,971</u>

\*\* Note: Quotations are to include tax and delivery charges.

RECOMMENDED VENDOR AND JUSTIFICATION:

HUNTINGTON BEACH HONDA M/C, SEE ATTACHED AGENDA REPORT. BERT'S MOTORCYCLES AUSA WAS ALSO CONTACTED (626) 974-6600, THEY REFUSED TO BID OR EQUIP THE MOTORCYCLE, PER "SETH".

## AGENDA REPORT

---

---

**SUBJECT:** CONSIDER AUTHORIZING CREATION OF  
THE POLICE DEPARTMENT TRAFFIC SAFETY  
DIVISION

**DATE:** July 21, 2014

**SECTION:** ADMIN. REPORTS

**ITEM NO.:** 10

**FILE I.D.:** PDT450

**DEPT.:** POLICE

---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider authorizing the implementation of a Traffic Safety Division at the Police Department. The mission of the Traffic Safety Division would be to reduce traffic-related deaths, injuries, and financial losses through high-visibility enforcement and provide public awareness and education. Members of the Traffic Safety Division would be commanded by a Lieutenant and work closely with the Community Relations Division. If the City Council approves this item, the Department would utilize existing personnel to staff two Motor Officer positions. Additional costs for vehicles, personnel training, and equipment would be derived from grant funds and Asset Forfeiture funds.

**BACKGROUND:** Within its 5.517 square miles, the City of Montclair is home to 37,528 residents (2012 census data); a major regional shopping center; a variety of commercial retail, manufacturing, and industrial businesses; and eight public elementary schools, two public middle schools, one public high school, and three private schools with enrollment in excess of 7,500 students. These factors create challenging traffic conditions during peak hours in the morning and early afternoon.

One of the goals of the Traffic Safety Division would be to develop strategies to enhance the safety of pedestrians and the motoring public. These strategies would include rotating high-visibility traffic enforcement programs designed to deter dangerous drivers and implementation of public awareness campaigns designed to educate the public on occupant protection, pedestrian and bicycle safety, and the dangers of impaired and distracted driving.

The California Office of Traffic Safety (OTS) maintains traffic safety statistics for California cities for the years of 2007 through 2011. Cities are ranked in various traffic collision categories against other cities with similar populations. An analysis of the statistical data supports the Department's position that an enhanced traffic safety program is warranted. Members of the Traffic Safety Division would utilize current traffic collision data, empirical data, and input from the public to direct traffic enforcement efforts.

The Police Department recently received notification from OTS that its application for funding a traffic safety program was approved. The grant will provide up to \$145,000 of additional funding to be allocated towards equipment purchases, public education programs, and

---

---

Prepared by: M. den loet

Reviewed and  
Approved by:

Proofed by: Sharon Aguirre

Presented by:

M. den loet  
[Signature]

---

---

special enforcement campaigns. Although overtime expenditures associated with fulfilling the requirements of the grant are reimbursable, regular salary and benefit costs for Officers assigned to the program are not. The performance period for the program is October 1, 2014, through September 30, 2015, and no funds would be available for allocation until the start of the performance period.

The Department is requesting authorization to field the first of two motor officers in August 2014. Officer Michael Lang was recently appointed to the position of Motor Officer and is attending a three-week training program to conclude on July 25, 2014. The City Council considered an agenda item prior to this one related to purchase of a Honda police motorcycle with an estimated cost of under \$30,000. The vehicle was proposed to be purchased with remaining grant funds and federal asset forfeiture funds. Staff will subsequently be requesting the City Council consider allocating additional forfeiture funds for purchase of uniform and safety equipment for the Motor Officer.

The Department intends to field the second Motor Officer in October 2014. Vehicle, equipment, and uniform costs associated with the second Motor Officer would be funded by the OTS grant.

**FISCAL IMPACT:** The Traffic Safety Division would require the purchase of two police motorcycles, installation of emergency vehicle equipment, and outfitting two Motor Officers with appropriate uniform attire and personal protective equipment

If authorized by the City Council, funding for equipment and uniform apparel would be provided through Police Department grants and Asset Forfeiture funds. The estimated overall cost is \$84,454, and a breakdown of the cost per Motor Officer is as follows:

Honda ST1300 PA motorcycle	\$29,000
Video recording system	2,873
Labor and parts-video system install	1,900
Motorcycle pre-training academy	2,000
Motorcycle basic academy	1,329
Motorcycle rental	4,000
Uniform and helmet	<u>1,125</u>
TOTAL	<u>\$42,227</u> each

The Department received \$100,025 under the 2013 Supplemental Law Enforcement Services Fund grant, of which \$25,000 is allocated toward purchase of a Honda ST1300 PA police motorcycle and emergency equipment installation. The remaining \$27,227 needed to complete the motorcycle and uniform purchase and training requirement would be paid through Asset Forfeiture funds.

The OTS grant would provide up to \$43,272 toward training and uniforms for one Officer as well as purchase of one fully outfitted Honda ST1300 PA police motorcycle.

One of the primary duties of a Motor Officer is high-visibility enforcement of traffic laws, which includes issuance of Notice to Appear citations. Such citations are processed through the San Bernardino County Court System, and a portion of fine assessments collected by the courts are distributed to the City's General Fund. For the three prior

fiscal years, the average revenue received by the City was \$37,096 per year. Officers issued an average of 4,039 citations per year during the same time period. With the addition of two Motor Officers and based on conservative projections (5,000 additional citations), the amount of revenue the City of Montclair is projected to receive would be \$82,996 per year, an increase of approximately \$45,900 or 124 percent.

**RECOMMENDATION:** Staff recommends the City Council authorize creation of the Police Department Traffic Safety Division.

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR THE HUMAN SERVICES AND RECREATION BUILDING REMODEL PROJECT	<b>DATE:</b> July 21, 2014 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 11 <b>FILE I.D.:</b> CVC060 <b>DEPT.:</b> PUBLIC WORKS
---	---

---

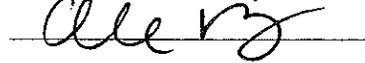
**REASON FOR CONSIDERATION:** On August 19, 2013, the City Council approved Agreement No. 13-63 with Frick, Frick & Jetté for architectural design services for the development of plans to remodel the Human Services Department men's and women's locker rooms. The plans are near completion and will be ready to be advertised for bids by August 1, 2014. Advertising for bid proposals is subject to City Council approval.

**BACKGROUND:** The existing men's and women's locker rooms located in the Human Services and Recreation Building have become outdated and noncompliant with American with Disabilities Act (ADA) guidelines. Improvements include correcting the number of facilities appropriate for the size of the building, refinishing the aesthetics of the interior, and installation of new flooring, showers, lockers, sinks, partitions, and lighting. Other improvements include a new employee restroom, widening of one racquetball court door, a drinking fountain, and a new reception counter, all ADA compliant.

**FISCAL IMPACT:** The source of funds for the Human Services and Recreation Building Remodel Project is the Community Development Block Grant (CDBG) Program. The cost of advertising this project should not exceed \$3,500.

**RECOMMENDATION:** Staff recommends the City Council authorize staff to advertise for bid proposals for the Human Services and Recreation Building Remodel Project.

---

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

---

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER DESIGNATION OF VOTING DELEGATE TO THE LEAGUE OF CALIFORNIA CITIES 2014 ANNUAL CONFERENCE & EXPO, SEPTEMBER 3-5, 2014, LOS ANGELES, CALIFORNIA	<b>DATE:</b> July 21, 2014 <b>SECTION:</b> ADMIN. REPORTS <b>ITEM NO.:</b> 12 <b>FILE I.D.:</b> LCC050 <b>DEPT.:</b> ADMIN. SVCS.
--	---

---

**REASON FOR CONSIDERATION:** It is necessary that the City Council designate the voting delegate to the League of California Cities (LCC) 2014 Annual Conference & Expo.

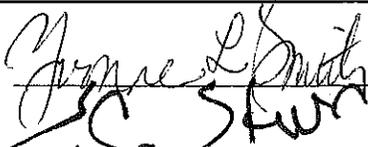
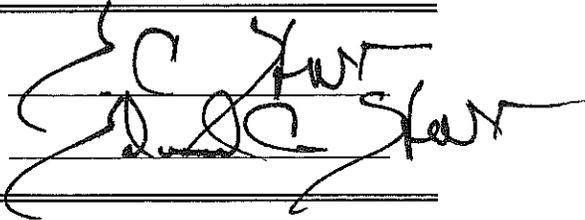
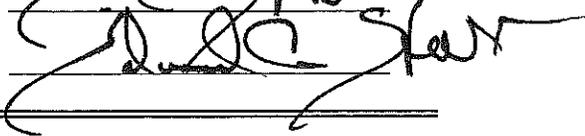
**BACKGROUND:** The LCC 2014 Annual Conference & Expo is scheduled for September 3 through 5, 2014, in Los Angeles, California. An important part of the event is the Annual Business Meeting scheduled for 12:00 p.m. on Friday, September 5, 2014.

Participating cities will be given a vote at the Annual Business Meeting if a voting delegate is determined in advance. Montclair has traditionally designated our Mayor and Mayor Pro Tem as the respective voting delegate and alternate. Beginning in 2010, cities are now eligible to appoint up to two alternate voting delegates. Council Member Dutrey is the only member of the City Council available to attend the conference this year.

**FISCAL IMPACT:** The City Council's designation of a voting delegate to the LCC Annual Conference would create no fiscal impact to the City's General Fund.

**RECOMMENDATION:** Staff recommends Council Member Dutrey be designated Montclair's voting delegate to the League of California Cities 2014 Annual Business Meeting to be held Friday, September 5, 2014, at the Los Angeles Convention Center.

---

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

---

## AGENDA REPORT

---

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-57 WITH THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT TO RECEIVE APPROXIMATELY \$15,118 IN MATCHING FUNDS FROM THE FY2014 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM	<b>DATE:</b> July 21, 2014 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> EMR130 <b>DEPT.:</b> FIRE
---	--

---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-57 with the San Bernardino County Fire Protection District to receive approximately \$15,118 in matching funds from the FY2014 Emergency Management Performance Grant (EMPG) Program.

A copy of proposed Agreement No. 14-57 is attached for the City Council's review and consideration.

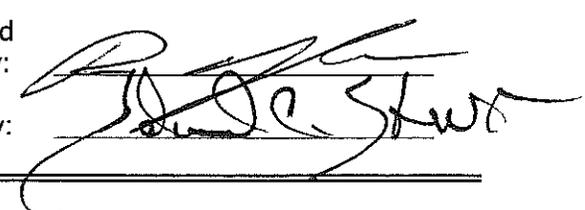
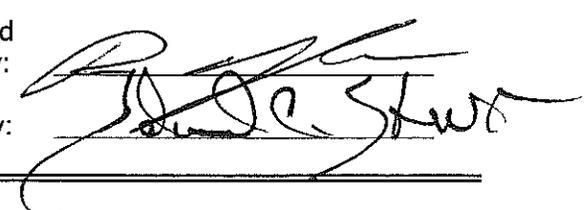
**BACKGROUND:** The purpose of the EMPG Program is to support comprehensive emergency management programs at the local jurisdiction level and to encourage improvement of mitigation, preparedness, response, and recovery capabilities for all hazards. This program provides resources to the San Bernardino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

**FISCAL IMPACT:** Should the City Council approve proposed Agreement No. 14-57, the City would receive approximately \$15,118 in matching funds from the FY2014 EMPG Program for Fiscal Year 2014-15. The grant program requires a dollar-for-dollar match, which can be in cash or in kind. The match requirement would be satisfied in kind with personnel costs that support emergency management activities. All eligible jurisdictions are required to purchase equipment in advance and are entitled to reimbursement for eligible costs through the grant program. The coordinating agency for this grant is the San Bernardino County Fire Protection District. EMPG funds are distributed to members of the San Bernardino County Operational Area; each member is allocated a \$10,000 base with the remainder of the grant distributed on a per capita basis to each eligible jurisdiction. The per capita calculations are based on the 2012-2014 California Department of Finance Demographic Research Unit E-1 table.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-57 with the San Bernardino County Fire Protection District to receive approximately \$15,118 in matching funds from the FY2014 Emergency Management Performance Grant Program.

---

---

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

---

---

**FY2014 Emergency Management Performance Grant (EMPG)  
Proposed Jurisdiction Allocations**

<b>City/Town/Jurisdictions</b>	<b>Population (POP)</b>	<b>Base</b>	<b>Percentage Based On POP</b>	<b>Total District Allocation (*)</b>
Adelanto	31,066	\$ 10,000	4,278	14,278
Apple Valley	70,033	10,000	9,644	19,644
Barstow	23,019	10,000	3,170	13,170
Big Bear Lake	5,088	10,000	701	10,701
Chino	79,171	10,000	10,903	20,903
Chino Hills	75,655	10,000	10,418	20,418
Colton	52,690	10,000	7,256	17,256
Fontana	199,898	10,000	27,528	37,528
Grand Terrace	12,157	10,000	1,674	11,674
Hesperia	91,033	10,000	12,536	22,536
Highland	53,664	10,000	7,390	17,390
Loma Linda	23,389	10,000	3,221	13,221
Montclair	37,163	10,000	5,118	15,118
Needles	4,894	10,000	674	10,674
Ontario	166,134	10,000	22,878	32,878
Rancho Cucamonga	169,498	10,000	23,342	33,342
Redlands	69,498	10,000	9,570	19,570
Rialto	100,606	10,000	13,854	23,854
San Bernardino	211,674	10,000	29,150	39,150
Twentynine Palms	25,713	10,000	3,541	13,541
County (Unincorporated)	307,588	10,000	42,358	52,358
Upland	74,568	10,000	10,269	20,269
Victorville	119,059	10,000	16,396	26,396
Yucaipa	52,100	10,000	7,175	17,175
Yucca Valley	20,916	10,000	2,880	12,880
M&A 5%				28,207
<b>Total</b>	<b>2,076,274</b>	<b>\$ 250,000</b>	<b>\$ 285,924</b>	<b>564,131.00</b>

**FY2014 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

CFDA # 97.042

**SUBRECIPIENT AGREEMENT**

Grant No: EMW-2014-EP-000

Name of City/Town/Jurisdiction : Montclair

Address: 5111 Benito Street

City: Montclair

State: CA

Zip Code: 91763

Contact Name: Angelic Bird

Telephone Number: (909) 447-3542

E-mail Address: abird@cityofmontclair.org

The above referenced Subrecipient understands and agrees to the following Federal Grant Guidelines, in acceptance of the fiscal year **2014 Emergency Management Performance Grant** funds, CFDA 97.042 funded by the US Department of Homeland Security's (DHS) Federal Emergency Management Agency (FEMA), and sub-granted through the State of California's California Emergency Management Agency (Cal EMA):

**ASSURANCES**

The applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-87, A-102, A-133; Executive Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that it:

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

age. In addition, the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Right Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. See Articles XI, XII, XIII, XIV, XV, XVI, and XVII. And any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and 111 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33.3), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more; and the National Flood Insurance Act of 1968.
11. Will comply with environmental standards which may be prescribed pursuant to the following: institution of environmental quality control measures under NEPA as amended, see Article XXI; Article XIX; Article XXIV; Article XXVI; and Executive Order (EO) 11514; notification of violating facilities pursuant to EO 11738; evaluation of flood hazards in floodplains in accordance with EO 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Any applicant that is proposing a construction project should pay special attention to the EHP requirements contained in Part VI (B, 5.7) of the Guidance.

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).  
  
All proposed construction and renovation activities must undergo an Environmental Planning and Historic Preservation (EHP) review, including approval of the review from FEMA, prior to undertaking any action related to the project. Any applicant that is proposing a construction project should pay special attention to the EHP requirements. See Article XXXIII
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
17. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the NIMS is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program. This includes all requirements, restrictions and regulations identified in the California Emergency Management Agency (Cal EMA) Fiscal Year 2014 Emergency Management Performance Grant (EMPG) Program *Recipient Subgrant Guide for Local Governments*.
19. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
20. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
21. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
22. Will comply with Public Law (PL) 109-282 (Federal Funding Accountability and Transparency Act of 2006), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in FEMA GPD Information Bulletin NO. 350. If the subgrantee in the preceding year did not get 80% or more of its annual gross revenues from Federal Awards, and \$25M or more in annual gross revenues from Federal Awards, and the public does have access to information about the compensation of the senior executives of the entity, then the subgrantee is not subject to the FFATA Financial Disclosure requirements.

23. Will comply with the Laboratory Animal welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
24. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program. This includes all requirements, restrictions and regulations identified in the California Governor's Office of Emergency Services (Cal OES) Fiscal Year 2014 Emergency Management Performance Grants (EMPG) Program - California Supplement to the Federal Program Funding Opportunity Announcement; or, The State Guidance.
25. Will comply with the following: (a) All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing Cal OES access to records, accounts, documents, information, facilities, and staff; (b) Recipients must cooperate with any site visit, compliance/monitoring review or complaint investigation conducted by Cal OES; (c) Recipients must give Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Cal OES regulations and other applicable laws or program guidance; (d) Recipients must submit timely, complete, and accurate reports to the appropriate Cal OES officials and maintain appropriate backup documentation to support the reports; and (e) Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in the program guidance.
26. Will comply with the EMPG-Funded Personnel Training and Exercise Requirement. All recipients of financial assistance must acknowledge and agree—and require any subrecipients, to acknowledge and agree—to comply with the EMPG-funded personnel training and exercise requirement, as detailed in both the Federal and State program guidance. Failure to comply with this requirement, by individuals whose salary is funded in part or whole with EMPG, may result in the incurred salary costs associated with the non-compliant EMPG-funded personnel from being eligible for reimbursement and/or result in the recipient's repayment of already disbursed grant funding associated with the non-compliant EMPG-funded personnel's salary-related costs.

**ASSURANCES IN REGARDS TO COUNTY FIRE**

27. Subrecipient shall submit (to County Fire/Grants Administration) a copy of their procurement policies and adhere to such policies as specified in the OMB Circular, and shall comply with the financial and administrative requirements set forth in the current editions of the Office of Justice Programs (OJP) Financial Guide.
28. Subrecipient shall attach Request for Proposals, bid advertisements, and/or photocopies of valid quotes from qualified vendors, etc. to Reimbursement Requests when procurement policies require such procedures in the purchasing of grant equipment. Subrecipient shall take and keep on file color photographs of each equipment item/lot purchased with EMPG fund at the time of acquisition and make available upon notice during any said County Fire inventories. Subrecipient is also required to attach color copies to the Reimbursement Request of the color photographs of each equipment item/lot purchased with EMPG funds.
29. Subrecipient will not make any award or permit any award (sub-grant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension". Suspended or debarred suppliers can be located on <https://www.sam.gov/portal/public/SAM/>.
30. Subrecipient must maintain all payment documents and procurement records for grant purchases/expenditures for three (3) years after the close of the grant, which occurs when the California Emergency Management Agency (CalEMA) has

filed the final report. Subrecipient must notify County Grants Administration prior to purging or destroying any and all supporting documentation for the EMPG grant program, including expense related documents.

31. Subrecipient shall immediately report to (County Fire/Grants Administration) all damaged, lost or stolen equipment/property that is purchased with grant funds per the OMB Circular. Subrecipient must be complete and return the attached "Damaged, Lost, or Stolen Report (DLSR) Form" to County Fire/Grants Administration for reporting to the California Emergency Management Agency (Cal EMA).
32. It shall be the responsibility of the Subrecipient to track and maintain all equipment on a generally accepted accounting system. Subrecipient shall record equipment at the time of acquisition and/or print County Fire/Grants Administration will request periodic progress reports on the location and condition of grant purchased equipment to forward to Cal EMA when necessary.
33. Contract provisions: A subrecipient's contracts must contain provisions as noted in the sub-section below. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurements Policy.
  - a. Termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
  - b. Notice of awarding agency requirement and regulations pertaining to reporting.
  - c. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
  - d. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
34. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
35. Subrecipient is expected to submit Personnel Activity Report (PAR) for any employee funded by federal grants. Subrecipient must maintain time and effort reporting, and document the time they spend working on the grant's objectives. Documentation must reflect "actual" time spent by the employee on grants being charged with the acknowledgement of supervision (2 CFR 225, Appendix B.8.h).

PARs must display the employee's entire time period worked and breakdown, not just the hours charged to the grant activity. If your agency already has the capability of producing a document equivalent to the attached PAR form from your existing payroll system, you do NOT need to use the attached PAR to your track time. Salaries and wages used in meeting cost sharing or matching requirements must be supported in the same manner as those claimed as allowable costs under federal awards.
36. **If your agency allocates 100% of an employee's time to one grant**, individual PARs showing daily time recording are not required. All that is necessary is a Semi-Annual Certification that is to be signed by the employee and the supervisor that has first-hand knowledge of employee's activities.

**Signing the certification means that the employee DID NOT spend any time on any other grant (direct or indirect) or on agency activities unrelated to the grant.** Note that it is our understanding that anyone who is 100% funded is automatically audited. Salary costs that are not accurately and properly documented are "unallowable costs"

and will not be reimbursed. If you have been reimbursed for salary that was not properly recorded and supported, the State or Federal Governments may require your agency to pay back any "unallowable costs."

## **CERTIFICATIONS**

### **1. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

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

### **Statement for Loan Guarantees and Loan Insurance**

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the

convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**4. SWEATFREE CODE OF CONDUCT:**

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

**TERMS AND CONDITIONS**

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

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

*Current State Employees (Public Contract Code §10410):*

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

*Former State Employees (Public Contract Code §10411):*

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Applicant needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and applicant affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Applicant assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. APPLICANT NAME CHANGE: An amendment is required to change the applicant's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the applicant shall not be:
  - (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
  - (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
  - (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective jurisdiction to the assurances and certifications listed above.

<i>Authorized Agent Signature</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	

## AGENDA REPORT

---

---

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 14-58 WITH MOULE & POLYZOIDES,  
ARCHITECTS AND URBANISTS

**DATE:** July 21, 2014

**SECTION:** AGREEMENTS

**ITEM NO.:** 2

**FILE I.D.:** EDD100

**DEPT.:** ECONOMIC DEV.

---

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider retaining Moule & Polyzoides, Architects and Urbanists (Consultant), to review development proposals submitted to the City in connection with the North Montclair Downtown Specific Plan and offer assistance to staff in reviewing designs for certain public or private improvement projects.

A copy of proposed Agreement No. 14-58 is attached for the City Council's review and consideration.

**BACKGROUND:** In considering Strategic Priorities at the April 24, 2014 meeting of the City Council, the Council established the completion of development projects and public improvements within the North Montclair Downtown Specific Plan area as one priority. Retaining a Consultant would be an initial step in implementation of this priority.

Moule & Polyzoides developed the North Montclair Downtown Specific Plan adopted by the City Council on May 16, 2006. The Specific Plan calls for peer review of development plans proposed within the Specific Plan area. Retention of Moule & Polyzoides would assist in the peer-review process because staff would not have to enter into a separate contract for peer review each time a development proposal is submitted to staff. In addition, staff would like to have the ability to contact the Consultant with questions concerning proposed public and private infrastructure plans within the Specific Plan area and surrounding area. If necessary, the consultants could be called upon to prepare conceptual schemes or develop new land use standards if so directed by staff or the City Council.

Proposed Agreement No. 14-58 is the standard consultant agreement utilized by the City. Some of the more important terms of the Agreement include the following provisions:

- Compensation will be based on an hourly rate of pay as shown in Exhibit B. The hourly rate of pay may be annually adjusted. Some of the costs associated with retention of the consultant would be covered through fees paid by developers for planning review as a part of the entitlement process or through a reimbursement agreement.

---

---

Prepared by: M STARRS  
Proofed by: S.C. Starr

Reviewed and Approved by: M STARRS  
Presented by: S.C. Starr

---

---

- The Agreement may be terminated for any reason, with or without cause, by serving a ten-day notice.
- The Consultant would be required to provide the appropriate indemnification and provide the stated insurance.

**FISCAL IMPACT:** Staff would utilize the services of the Consultant on a selective basis when the need arises. As indicated, the task of peer review undertaken by the Consultant would be reimbursed through development fees or through a reimbursement agreement.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-58 with Moule & Polyzoides, Architects and Urbanists.

**AGREEMENT NO. 14-58  
CITY OF MONTCLAIR**

**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and effective as of \_\_\_\_\_, 2014, between the City of Montclair, a municipal corporation ("City") and Moule & Polyzoides, Architects and Urbanists ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on \_\_\_\_\_, 2014, and shall remain and continue in effect until terminated by either party.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment Schedule of Fees set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the tasks detailed in Exhibit A. The fees and reimbursables set forward in Exhibit B may be subject to annual adjustment.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set

forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant shall submit invoices for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks and identify the project or program for which such task applies. Invoices shall be submitted for services provided. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant understands that the City may enter into a Reimbursement Agreement with a developer(s) for repayment of Consultant's services. The Reimbursement Agreement would not impact payment by the City for Consultant services.

## 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

(c) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement by serving upon the City at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement and submit a billing to the City for only that work performed up to the time of termination.

## 7. DEFAULT OF CONSULTANT

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

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

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

#### 8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Notwithstanding the above, all computer financial models including without limitation compilations of formulas and spreadsheet models used or developed by the Consultant in performing its work are proprietary and shall remain property owned solely by the Consultant.

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

#### 9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and

all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

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

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

## 10. INSURANCE

(a) Types of Required Coverages. Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Consultant owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

(3) Professional Liability: Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

(4) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

(b) Endorsements. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

- (i) Be limited to "Ongoing Operations"
- (ii) Exclude "Contractual Liability"
- (iii) Restrict coverage to the "Sole" liability of contractor
- (iv) Exclude "Third-Party-Over Actions"
- (v) Contain any other exclusion contrary to the Contract

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(2) The policy or policies of insurance required by Section (a)(4) Workers' Compensation shall be endorsed, as follows:

(2) The policy or policies of insurance required by Section (a)(4) Workers' Compensation shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

(e) Evidence of Insurance. The Consultant, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Contractual Liability. The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract.

(h) Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies. If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Consultant's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract. Upon expiration or termination of coverage of required insurance, Consultant shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

(k) Insurance for Subcontractors. Consultant shall be responsible for causing Subconsultants to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subconsultant's policies.

## 11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or

similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

16. NOTICES

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

To City: Marilyn Staats  
Deputy City Manager  
City of Montclair  
5111 Benito  
P.O. Box 2308  
Montclair, CA 91763

To Consultant: Stefanos Polyzoides  
Moule & Polyzoides  
Architects and Urbanists  
180 East California Boulevard at Pitcher Alley  
Pasadena, CA 91105

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. The primary Consultant pursuant to the terms of this Agreement is Stefanos Polyzoides.

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONFIDENTIALITY

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

22. DISCRIMINATION

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

behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CONSULTANT:

CITY:

**MOULE & POLYZOIDES**

**CITY OF MONTCLAIR**

---

Stefanos Polyzoides  
Partner

---

Paul M. Eaton  
Mayor

**ATTEST:**

---

Yvonne L. Smith  
Deputy City Clerk

**APPROVED AS TO FORM:**

---

Diane E. Robbins  
City Attorney

## EXHIBIT A

### SCOPE OF WORK

The work to be performed by the Consultant includes, but is not limited to the following:

- Review of proposed development plans submitted by developers for projects within the North Montclair Downtown Specific Plan, Montclair Plaza area, or other areas of the City as determined by the City Manager.
- Review of the infrastructure and development standards within the North Montclair Downtown Specific Plan or other areas to determine if standards should be amended or redesigned.
- Prepare various diagrammatic, density, or urban design programs for proposed development projects if directed by staff.
- Prepare site assessments and site development studies if directed by staff.
- Prepare conceptual schemes in site plan configuration that describe the relationship between streets, open space, blocks, lots, and potential buildings if directed by staff.
- Prepare site plan drawings for proposed developments if so directed by staff.
- Present site plan drawings and/or proposals if directed by staff.
- Review standards or proposals that may be developed by staff regulating zoning, land use standards, building type standards, frontage standards, open space standards, and thoroughfare standards if directed by staff.
- Attend meetings with staff, developers and/or developer representatives if requested by staff.
- Attend meetings and make presentations to the Planning Commission and City Council if requested by staff.
- Update graphics of existing Specific Plan as needed to clarify design standards or improve maps for enhanced precision.

## EXHIBIT B

### Moule and Polyzoides 2013 Fee Schedule

Partner	\$300.00 per hour
Senior Associate/ Project Director	\$220.00 per hour
Project Architect	\$125.00 per hour
Designer	\$100.00 per hour

### Reimbursable Costs

Reimbursable expenses will be in addition and will include the costs of transportation, long-distance communications, postage, delivery, film, reproductions, models, and other costs incurred by Consultant in its services to City. Expenses paid directly by the Consultant shall be billed to the City at a multiplier of 1.15 to cover administration and processing.

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 14-59 WITH BEST BEST & KRIEGER, LLP, REGARDING A MONTCLAIR PLAZA PROJECT	<b>DATE:</b> July 21, 2014
	<b>SECTION:</b> AGREEMENTS
	<b>ITEM NO.:</b> 3
	<b>FILE I.D.:</b> EDD100
	<b>DEPT.:</b> ECONOMIC DEV.

---

**REASON FOR CONSIDERATION:** The City Council consider retaining Best Best & Krieger, LLP (BBK) to supply legal services to the City in relationship to a Montclair Plaza Project.

A copy of proposed Agreement No. 14-59 is attached for the City Council's review and consideration.

**BACKGROUND:** In considering Strategic Priorities at the April 24, 2014 meeting of the City Council, the Council established renovation or expansion of the Montclair Plaza in cooperation with the property owners as a priority. The Agreement could be terminated at any time by either party subject to written notice. Any fees or accrued costs not yet paid at the time of termination would be required to be paid. Retention of BBK would be an initial step in implementation of this priority.

The City of Montclair developed a relationship with the legal firm of BBK in relationship to handling land use matters associated with the North Montclair Downtown Specific Plan. In anticipation of working with the new property owners of the Montclair Plaza, staff believes it is prudent for the City to retain the services of BBK for legal issues involving land use, zoning, the California Environmental Quality Act (CEQA), environmental issues, and risk management prevention strategies.

The services to be undertaken by BBK include the following:

- Attend City Council and Planning Commissions meetings as requested.
- Review or prepare Ordinances, Resolutions, agreements, forms, notices, leases, all environmental documentation, and/or other documentation requested by the City.
- Provide legal advice and opinions to the City Council and staff regarding any proposed Montclair Plaza project, as needed, regarding zoning, land use, CEQA, environmental issues, tort liability, legislation, court decisions, and risk management prevention strategies.
- Research and interpret laws and court decisions to prepare legal opinions and advise the City Council, Planning Commission, and staff on legal matters pertaining to City operations regarding any proposed project.

---

Prepared by: M. STAATS  
Proofed by: [Signature]

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

---

- BBK would retain and oversee the environmental, planning, and traffic consultants for any proposed project. All labor, materials, fees, and costs of the identified consultants would be paid directly by BBK. BBK would include invoices from the consultants on billings sent to the City. The City's payment of the consultants' billings would be subject to reimbursement through a Reimbursement Agreement between the City and the property owner/applicant.

Marco Martinez and Alisha Winterswyk would be the individuals designated as the Lead Special Counsel pursuant to the terms of the proposed Agreement.

**FISCAL IMPACT:** The Economic Development budget for the current fiscal year contains funds for legal fees in anticipation of a proposed Montclair Plaza project. It is anticipated that the City and property owner will enter into a Reimbursement Agreement for certain costs related to any proposed Montclair Plaza project.

The hourly fees for services are shown on Exhibit A of proposed Agreement No. 14-59.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-59 with Best Best & Krieger, LLP, regarding a Montclair Plaza Project.



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Indian Wells  
(760) 568-2611  
Irvine  
(949) 263-2600  
Los Angeles  
(213) 617-8100  
Ontario  
(909) 989-8584

3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA 92502  
Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com

Sacramento  
(916) 325-4000  
San Diego  
(619) 525-1300  
Walnut Creek  
(925) 977-3300  
Washington, DC  
(202) 785-0600

July 10, 2014

Edward Starr  
City Manager  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

Re: Engagement of Best Best & Krieger, LLP: Montclair Plaza Expansion Project

Dear Mr. Starr:

Best Best & Krieger LLP (“BB&K”) is pleased to represent the City of Montclair (“City”). BB&K will represent the City as Special Counsel in connection with the City’s processing of CIM Group’s proposed Montclair Plaza Expansion Project (the “Project”). Specifically, BB&K shall perform the services (“Services”) including, but not limited to, all legal services with regard to the processing of development applications, environmental review documentation, and other related documents and actions related to the Project. As part of the Services to be performed hereunder, BB&K shall be responsible for attendance at all regular, adjourned regular, and special City Council meetings concerning the Project; Planning Commission or other board, commission or committee meetings, as necessary; and scheduled Project meetings with City staff, the City’s environmental consultant for the Project, and, when applicable and desired by the City, the applicant (collectively, the “Development Team”). BB&K shall also be responsible for the preparation and/or review of all City ordinances and resolutions, together with such agreements, and other legal documents, as are necessary for the Project and requested by the City. Further, BB&K shall render to officers and employees of the City legal advice and opinions on all Project-related matters affecting the City, the City Council, the City Planning Commission, and other boards, commissions or committees, and the personnel of the City, as directed by the City Council and the City.

This letter constitutes our agreement setting the terms of our representation (“Agreement”). If you want us to represent you and agree to the terms set forth in this letter, after you review the letter please sign it and return the signed copy to us.



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Edward Starr, City Manager  
July 10, 2014  
Page 2

BB&K PROJECT TEAM

Marco A. Martinez and Alisha M. Winterswyk shall be the individuals designated as Lead Special Counsel and shall be responsible for the performance of Services under this Agreement and the supervision of Services performed by other members of BB&K. No change in this assignment shall be made without the consent of the City, or its designee. The Parties understand and agree that BB&K shall utilize other attorneys, under the supervision of Mr. Martinez and Ms. Winterswyk, to assist in the performance of this Agreement.

BB&K shall provide and direct the necessary qualified personnel to perform the Services required of, and from it, pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature, to the reasonable satisfaction of the City.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing the City. Similarly, the City's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your City.

We have checked the following names against our client index: City of Montclair, CIM Group, Nordstrom, Sears and Macy's. Based on that check, we believe no conflicts exist and can represent the City. Please review the list to see if any other persons or entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

We have already discussed with you the fee arrangement. Our current billing rates are set forth in Exhibit "A" to this letter. All Services provided by BB&K pursuant to this Agreement shall be billed at the rates identified in Exhibit "A".

The Parties acknowledge that City intends also to compensate BB&K for such Services through any subsequent "Reimbursement Agreement" entered into between the City and the



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Edward Starr, City Manager  
July 10, 2014  
Page 3

Project applicant, CIM Group (the “Applicant”). To that end, the Parties agree that: (i) BB&K shall act as the City’s “Consultant” as provided in the Reimbursement Agreement with the Applicant; (ii) BB&K agrees to participate in a “three-party agreement” or “dual invoice system,” as provided under any Reimbursement Agreement (if requested by the City); and (iii) BB&K shall abide by all other terms of a Reimbursement Agreement, where applicable (provided that, to the extent such terms conflict with those of this Agreement, the terms of this Agreement shall prevail and shall be governing and controlling over the Parties). Moreover, BB&K shall have no attorney-client or other relationship with the Applicant, nor shall BB&K or its attorneys or staff make any disclosures or undertake any communications with the Applicant except as may be authorized, directed, or approved by the City and/or his/her designee. All Services provided by BB&K shall be billed at the rates identified in Exhibit “A” of this Agreement. This Agreement authorizes BB&K to undertake only those services listed in paragraphs 1 through 4 below, and only to the extent the provisions of such services are directly related to the Project:

1. Attendance at City Council meetings, including closed sessions and study sessions;
2. Attendance at Planning Commission meetings, including closed sessions and study sessions upon request;
3. Travel time and mileage to and from City Hall or other locations to attend required meetings;
4. Basic legal services that are defined as follows:
  - a. The review and/or preparation of agenda packets, staff reports, ordinance, resolutions, order, agreements, forms, notices, declarations, certificates, deeds, leases, all environmental documentation, and other documents for the Project, as required by the City;
  - b. Providing routine legal advice and opinions to the City Council and City staff regarding the Project, as needed, concerning legal matters that affect the City, including general municipal law, land use and zoning issues, CEQA, environmental issues, tort liability and risk management prevention strategies, new legislation and court decisions;
  - c. Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Edward Starr, City Manager  
July 10, 2014  
Page 4

Council, commissions/boards, and staff on legal matters pertaining to City operations regarding the Project.

- d. BB&K will retain and oversee the environmental, planning and traffic consultants for the proposed project. All labor, materials, fees, and costs of such identified consultants shall be paid directly by BB&K. BB&K shall include all environmental, planning and traffic consultant invoices as line items on the BB&K billings sent to the City. The City's payment of consultant fees shall be subject to reimbursement through any subsequent "Reimbursement Agreement" that the City and the Applicant execute.

The billing rates for others are described in the memorandum attached to this letter which is entitled "Best Best & Krieger LLP's Billing Policies." It also describes the other aspects of our firm's billing policies. You should consider the Billing Policies memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Edward Starr, City Manager  
July 10, 2014  
Page 5

with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in this case. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. Unless you sign, date and return the original by July 28, 2014, we will not represent you in any capacity, and we will assume that you have made other arrangements for legal representation. We have enclosed a separate signed copy of this letter for your records.

Very truly yours,

Marco A. Martinez  
of BEST BEST & KRIEGER LLP

MAM:sp  
Attachments

AGREED AND ACCEPTED:

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Exhibit A**

**HOURLY RATES**

**Rates paid by City of Montclair**

Marco A. Martinez - \$290 per hour

Alisha M. Winterswyk - \$260 per hour

\*Other BB&K Attorneys range between \$390-\$170 per hour.

**Reimbursable Rates (paid as part of a reimbursement agreement with the Applicant)**

Marco A. Martinez - \$374

Alisha M. Winterswyk - \$374

\*Other BB&K Attorneys range between \$195 - \$590 per hour

## BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

### Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our attorneys are currently billed at rates from \$235 to \$690 per hour, and our administrative assistants, research assistants, paralegals and law clerks are billed at rates from \$110 to \$275 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

**Non-Attorney Personnel:** BBK may employ the services of non-attorney personnel under the supervision of a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, clerks, research analysts, administrative assistants, IT analysts, case clerks, and specialty consultants. The client agrees that BBK may use such

non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request. Except for paralegals, BBK will not incur more than \$500 in fees for a non-attorney's work on a client matter without first confirming by email or written correspondence with the client the intended use of the non-attorney and the hourly rate for that person.

### Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

**ESI:** BBK provides Electronically Stored Information (ESI) services for matters requiring ESI support – typically litigation or threatened litigation matters. BBK shall receive payment for ESI support, if needed, at BBK's then current rates. A copy of BBK's current rates for such services will be provided upon request. BBK shall not incur costs for ESI support on a particular matter without first confirming by email or written correspondence with the client that the client agrees such services are necessary for the matter at hand.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

### Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

### Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

### Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

## AGENDA REPORT

---

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT  
NO. 14-60 WITH BILINGUAL FAMILY  
COUNSELING SERVICES TO PROVIDE  
CASE MANAGEMENT SERVICES

**DATE:** July 21, 2014

**SECTION:** AGREEMENTS

**ITEM NO.:** 4

**FILE I.D.:** HSV044

**DEPT.:** HUMAN SVCS.

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-60 with Bilingual Family Counseling Services (BFCS) to provide case management services.

A copy of proposed Agreement No. 14-60 is attached for consideration by the City Council.

**BACKGROUND:** The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, OMSD, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative works to provide "a quality community for all, by working together as diverse, committed individuals and organizations." It engages in ongoing strategic planning in order to identify resources and develop services for children, youth, and adults in the community.

The Montclair Community Collaborative's efforts resulted in the City of Montclair successfully obtaining a one-year competitive grant from the Inland Empire United Way (IEUW) to fund case management services for the community. Agreement No. 14-49 with IEUW to provide funding for this program is on tonight's agenda. This contract requires the delivery of services through subcontracts to partner agencies.

Agreement No. 14-60 would provide funding to BFCS, a partner agency, for the following case management services in the Montclair community:

- Provide one case manager stationed at the City of Montclair to assist families in attaining financial stability including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances
- Ongoing supervision, training support, and evaluation of the assigned case manager

The term of proposed Agreement number 14-60 is July 1, 2014, through June 30, 2015.

**FISCAL IMPACT:** BFCS would be awarded \$10,500 from the IEUW grant.

---

Prepared by:

*M. Richter*

Reviewed and  
Approved by:

*[Signature]*

Proofed by:

*Christine Smiderly*

Presented by:

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-60 with Bilingual Family Counseling Services to provide case management services.

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

**AGREEMENT FOR CONTRACTED SERVICES**

**THIS AGREEMENT** is made and entered into this 1st day of July, 2014, by and between the City of Montclair, hereinafter referred to as the "**CITY**," and Bilingual Family Counseling Services, hereinafter referred to as the "**BFCS**."

**1. Services to Be Performed by BFCS.**

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

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

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

**2. Compensation.**

(a) Except as otherwise provided in this Agreement, **CITY** agrees to compensate **BFCS** for services rendered under this Agreement for a maximum of \$10,500 based on the Scope of Work, Attachment A.

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

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

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

### **3. Term of Agreement.**

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

### **4. Obligations of BFCS.**

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

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

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

### **5. Obligations of City.**

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

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

### **6. Termination of Agreement.**

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

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

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

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

## **7. General Provisions.**

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

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

- (1) Increase dollar amount
- (2) Administrative changes
- (3) Suspend funding in whole or in part if there is a reduction in availability of funds from the Inland Empire United Way
- (4) Changes as required by law or the Inland Empire United Way

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

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

(e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of **CITY**, **BFCS**, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of **CITY** or as part of any audit of **CITY**, for a period of three (3) years after final payment is made under this Agreement. **BFCS** shall preserve and cause to be preserved such books, records and files for the audit period.

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

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

**CITY OF MONTCLAIR**  
5111 Benito Street  
Montclair, CA 91763  
(909) 626-8571

**BILINGUAL FAMILY COUNSELING SERVICES**  
317 F Street  
Ontario, CA 91762  
(909) 986-7111

\_\_\_\_\_  
Paul M. Eaton  
Mayor

\_\_\_\_\_  
Olivia Sevilla  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

Date: \_\_\_\_\_

## ATTACHMENT A

### Scope of Work

#### Services to be provided:

- One case manager stationed at the City of Montclair to assist families attain financial stability including basic needs, sustaining safe housing, and moving toward more self-sufficient circumstances.
- Ongoing supervision, training support, and evaluation of the assigned case manager.

## AGENDA REPORT

---

**SUBJECT:** CONSIDER APPROVAL OF AGREEMENT NO. 14-62 WITH KAISER FOUNDATION HOSPITALS, ONTARIO, TO FUND A PORTION OF THE OPERATING COSTS ASSOCIATED WITH THE MONTCLAIR GOLDEN EXPRESS PROGRAM

**DATE:** July 21, 2014

**SECTION:** AGREEMENTS

**ITEM NO.:** 5

**FILE I.D.:** HSV044

**DEPT.:** HUMAN SVCS.

---

**REASON FOR CONSIDERATION:** The City Council is requested to consider approval of Agreement No. 14-62 with Kaiser Foundation Hospitals, Ontario, to fund a portion of the operating costs associated with the Montclair Golden Express Program.

A copy of proposed Agreement No. 14-62 is attached for the City Council's review and consideration.

**BACKGROUND:** Kaiser Foundation Hospitals, Ontario, has provided a \$10,000 grant to the Human Services Department to be used toward operation of the Montclair Golden Express to provide transportation to seniors. The grant's objective is to provide a minimum of 400 seniors with transportation to and from medical appointments and various educational programs and classes. A minimum of 1,500 trips is a requirement of the grant.

The term of proposed Agreement No. 14-62 is July 1, 2014, through July 1, 2015.

**FISCAL IMPACT:** Proposed Agreement No. 14-62 would provide grant funding in the amount of \$10,000 to assist in paying costs associated with the Montclair Golden Express including fuel and repairs.

**RECOMMENDATION:** Staff recommends the City Council approve Agreement No. 14-62 with Kaiser Foundation Hospitals, Ontario, to fund a portion of the operating costs associated with the Montclair Golden Express Program.

---

Prepared by: *M. Richter*  
Proofed by: *Christina Smolky*

Reviewed and  
Approved by:

Presented by:

*[Signature]*  
*[Signature]*

---

**LETTER OF AGREEMENT**  
**KAISER FOUNDATION HOSPITALS, ONTARIO**  
**COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM**

This Letter of Agreement (hereinafter "Agreement") is entered into by and between **Kaiser Foundation Hospitals**, a California nonprofit, public benefit corporation (hereinafter "KFH") and **City of Montclair**, a charter city organized in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of **\$10,000.00 for a one year funding period beginning July 1, 2014 through July 1, 2015 for Montclair Medical Clinic, Por La Vida, specifically for the Montclair Golden Express transportation component only for workshops and medical appointments for 400 seniors.**

Such terms and conditions are as follows:

1. **Tax Exemption Status:** Grantee represents that at all times relevant herein, it a charter city organized in the State of California and not subject to federal or state income tax.
2. **Purpose of Grant.** Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grant Summary.
3. **Expenditure of Funds.** This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Evaluation Plan and may not be expended for any other purpose without KFH's prior written approval.
4. **Prohibited Uses.** In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. **Return of Funds.** KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
  - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
  - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
  - (c) Any portion of the funds is not used for the approved purpose
  - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.
6. **Records, Audits and Site Visits.** KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after

completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Evaluation Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

13. Licensing and Credentials. Grantee agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and for its employees and all other persons engaged in work in conjunction with this Grant.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

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

**Kaiser Foundation Hospitals**

6/30/14

By: \_\_\_\_\_  
Jennifer Resch-Silvestri  
Sr. Director, Public Affairs & Brand Communications

Date

**Grantee**

By: \_\_\_\_\_  
Paul Eaton  
Mayor  
City of Montclair

Date

**ATTEST:**

By: \_\_\_\_\_  
Yvonne L. Smith  
Deputy City Clerk

\_\_\_\_\_ Date

LETTER OF AGREEMENT  
Attachment

**GRANT SUMMARY**

<b>GRANT NUMBER:</b> 20637625	<b>DATE AUTHORIZED:</b> May 29, 2014
<b>GRANTEE NAME:</b> City of Montclair	<b>AMOUNT:</b> \$10,000.00 over 12 months
<b>CONTACT, TITLE:</b> Miss Alyssa De Santiago, Program Manager	
<b>TELEPHONE:</b> (909) 921-1013	<b>FAX:</b> (909) 399-9751
<b>CB PROJECT MANAGER:</b> Martha Valencia, Community Benefit Health Manager <b>Phone:</b> <b>Email:</b> Martha.R.Valencia@kp.org	
<b>GRANT PURPOSE:</b> Montclair Medical Clinic, Por La Vida Expansion	
<b>GRANT OBJECTIVES:</b>	
<ul style="list-style-type: none"> <li>The Montclair Express will assist seniors with transportation, to the Montclair Medical Clinic, various city education programs/classes (rides for social event purposes not applicable), and doctor's appointments by making at least 1,500 trips.</li> </ul>	
<b>GRANT PERIOD:</b>	
Start date: 7/1/2014	End Date: 7/1/2015

**NARRATIVE AND FINANCIAL REPORTS DUE:**

Requirement	Due Date
Final Report	July 31, 2015

June 12, 2014

Marcia Richter  
Director of Human Services  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

Dear Ms. Richter,

Congratulations! We are pleased to inform you that a contribution in the amount of \$10,000.00 has been approved by Kaiser Foundation Hospitals, Ontario for the Montclair Medical Clinic, Por La Vida, specifically for the Montclair Golden Express transportation component only for workshops and medical appointments for 400 seniors. For your reference, the tracking number for this grant/donation is 20637625.

Our mission is to improve the health of the communities we serve, and we recognize the positive impact of your organization in helping to achieve this goal. We anticipate that this contribution will allow your programs and services to help many in need, and we look forward to hearing back from you on the success of your project.

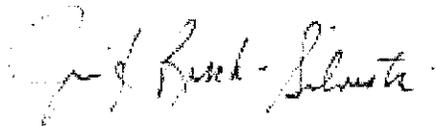
We ask that you review, sign and return the enclosed materials in order for us to process and send your award check. Non-compliance with the listed Letter of Agreement Terms may result in City of Montclair being ineligible for future funding.

Please return your signed Letter of Agreement to:

Kaiser Foundation Hospitals  
393 East Walnut Street  
Community Benefit, 2<sup>nd</sup> Floor  
Pasadena, CA 91188

To expedite the process, you may email the signed materials to us at [scal.mc.grants@kp.org](mailto:scal.mc.grants@kp.org). We must also receive all your materials via mail.

Sincerely,



Jennifer Resch-Silvestri  
Sr. Director, Public Affairs & Brand Communications  
Kaiser Foundation Hospitals, Ontario

## AGENDA REPORT

---

<b>SUBJECT:</b> CONSIDER ADOPTION OF RESOLUTION NO. 14-3043 DECLARING THE NEED FOR EMERGENCY CONTRACTING PROCEDURES AND AUTHORIZING PERFORMANCE RELATED TO SEWER MAINLINE REPAIRS	<b>DATE:</b> July 21, 2014 <b>SECTION:</b> RESOLUTIONS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> SEW130 <b>DEPT.:</b> PUBLIC WORKS
CONSIDER AUTHORIZATION OF A \$20,000 APPROPRIATION FROM THE SEWER MAINTENANCE FUND FOR SEWER MAINLINE REPAIRS ADJACENT TO THE 8900 BLOCK OF FREMONT AVENUE	

---

**REASON FOR CONSIDERATION:** The City Council is requested to make the necessary findings to declare a need for emergency contracting procedures for repair of the sewer mainline. Under Public Contract Code Section 22050, a four-fifths majority vote is required.

**BACKGROUND:** During routine maintenance and inspection of the City's sewer mains, it was discovered that a public sewer mainline located in the Montclair Plaza North property along Fremont Avenue had eroded and was in need of immediate repairs. This short run of mainline was originally constructed of ductile iron rather than vitrified clay pipe as are most City sewer mains. Temporary repairs have been made, but a permanent repair is necessary.

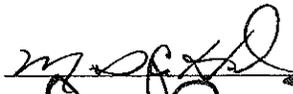
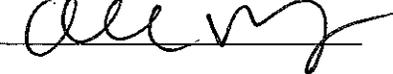
In an attempt to save costs and make the repairs in a timely manner, staff has opted to repair the line using pipelining technology that allows the original line to act as a sleeve or conductor casing for a new PVC insert. The repairs can be completed within one day while not having to excavate or replace any existing pipe.

Slip lining requires a specialty contractor. Recommendations for contractors were sought from Costa Mesa Sanitation District (CMSD), which has used this method for repairs throughout its sewer system. Sancon Engineering, Inc., was highly recommended by CMSD and was contacted for a consultation. Sancon Engineering, Inc., visited the site and provided a few different options for the repair as well as a quote for doing the repairs.

In an effort to avoid further chances of soil contamination, time is of the essence; and there is not sufficient time for the City to advertise and receive bids for the work. Staff recommends the City Council adopt Resolution No. 14-3043 and contract directly with Sancon Engineering, Inc., for the necessary repairs to the sewer mainline.

**FISCAL IMPACT:** The attached quote from Sancon Engineering, Inc., includes \$12,800 for pipe lining and \$600 per hour for pipeline cleaning in preparation for the pipe lining. The total project cost for the sewer mainline repairs is estimated at \$18,000. The funds would come from the City's Sewer Maintenance Fund.

---

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

---

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

1. Adopt Resolution No. 14-3043 declaring the need for emergency contracting procedures and authorizing performance relating to sewer mainline repairs.
2. Authorize a \$20,000 appropriation from the Sewer Maintenance Fund for sewer mainline repairs adjacent to the 8900 block for Fremont Avenue.

# SANCON ENGINEERING, INC.

GENERAL ENGINEERING CONTRACTOR  
STATE CONTRACTORS LICENSE #731797

Tel: (714) 891-2323  
Fax: (714) 891-2524

BID # B14420

Date: July 8, 2014  
To: City of Montclair  
Attention: Steve Stanton  
Phone: 909-625-9444  
Project: Target Sewer

Email: Sstanton@cityofmontclair.org

Based on information furnished to Sancon plus a review of the job site, please find below our proposal to rehabilitate 175' of existing 8" CI Sewer. This proposal is provided in two stages with a clean and video stage followed by lining. This project is being pursued with best efforts, given the pipe conditions involved Sancon cannot take any responsibility for excavation repairs or pipe replacement if cleaning and or lining are not successful. Our proposal is further defined below.

### Our proposal includes:

- Confined Space Entry Procedures & Equipment
- Water meter from Monte Vista Water District
- In place insurance coverage up to \$4 Million
- Bypass of flow during pipe lining operations using above ground pumps and hoses
- High velocity cleaning of sewer main prior to lining
- Pre-video of sewer main just prior to lining to confirm and document immediate acceptability for lining.
- Install Sancon CIPP liner at 4.5 mm thickness
- Final video inspection to confirm successful CIPP liner installation

### Assumptions / Notes:

- City will provide Vector Support during cleaning efforts (Suction only)
- Water meter and water costs at Cost plus 10%
- Normal working hours M – F 7 AM to 5PM
- This quotation shall become part of any future Contract, Agreement or Purchase order without alteration
- It should be noted that due to the pipes current condition and its material being CI, blisters and other cosmetic blemishes may be present in the finished liner. These will in no way hinder the liner's ability to perform as designed.

### This proposal excludes:

- BMP's, Survey and Staking, Preparing As-builts
- Excavation type point repairs of any kind, if required, including pit construction / restoration.
- Standby or work outside of our scope will be billed at \$200.00 / man-hour which is inclusive of equipment

Pricing:      Cleaning:   \$600.00 / Hour (portal to portal from our HB office)  
                  Pipe Lining: \$12,800.00 (lump sum)

Please call me if you have any questions at 714-891-2323.

PRICE IS BASED ON TWO MOBILIZATIONS. ADDITIONAL MOBILIZATIONS BILLED AT: \$1,950.00 EACH. BOND, IF REQUIRED, WOULD ADD 1% TO TOTAL BID PRICE. PRICE IS BASED ON RETENTION BEING WITHHELD A MAXIMUM OF 90 DAYS AFTER COMPLETION OF OUR WORK. PRICE IS FIRM FOR A PERIOD OF THIRTY DAYS FROM RECEIPT. PAYMENT TERMS NET 30 DAYS OR PER CONTRACT.

Respectfully Submitted,



Chuck Parsons  
Sancon Engineering, INC.

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

PO: \_\_\_\_\_

B14420

5841 Engineer Drive  
Huntington Beach, CA 92649

**RESOLUTION NO. 14-3043**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MONTCLAIR DECLARING THE NEED  
FOR EMERGENCY CONTRACTING PROCEDURES  
AND AUTHORIZING PERFORMANCE RELATING  
TO EMERGENCY SEWER MAINLINE REPAIRS**

**WHEREAS**, Section 20160, *et seq.*, of the California Public Contract Code defines the process to be used by cities in the acquisition of construction services for public projects; and

**WHEREAS**, Section 20162 of the California Public Contract Code requires construction contracts in excess of \$5,000 be advertised and let to the lowest responsible bidder; and

**WHEREAS**, Section 20168 of the California Public Contract Code allows the legislative body of a city, in the case of an emergency and by a four-fifths majority vote, to pass a resolution to forego customary bid procedures when it is determined that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, and/or property by taking any necessary steps to procure equipment, services, and supplies for those purposes; and

**WHEREAS**, upon adoption of the resolution, the agency may expend any sum required in the emergency, provided the agency complies with Chapter 2.5 (commencing with Section 22050) of the California Public Contract Code; and

**WHEREAS**, Section 22050 of the California Public Contract Code provides a contracting procedure to be used in the event of an emergency; and

**WHEREAS**, the City of Montclair owns and maintains its own sewer system; and

**WHEREAS**, the City-owned sewer system has deteriorated between manholes E43-5 and E42-5; and

**WHEREAS**, emergency repairs are necessary for optimal usage; and

**WHEREAS**, an outside specialty contractor is needed to perform the necessary work; and

**WHEREAS**, time is of the essence to preserve the existing soils from potential contamination.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Montclair, in accordance with Sections 20168 and 22050 of the California Public Contract Code, does hereby make the following findings:

**Section 1.** The emergency will not permit a delay that would result from a competitive solicitation for bids and that the action is necessary to respond to the emergency.

**Section 2.** Based on substantial evidence set forth by City staff, which testimony is hereby incorporated by reference, the public interest and necessity demand the immediate expenditure of public money to safeguard property without the customary public bid procedures for such public improvements.

**Section 3.** The City Manager is delegated the authority to enter into a construction contract with Sancon Engineering, Inc., to perform any and all work necessary to repair an existing sewer line between manholes E43-5 and E42-5.

**APPROVED AND ADOPTED** this XX day of XX, 2014.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

I, Yvonne L. Smith, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3043 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  
City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR  
CODE ENFORCEMENT COMMITTEE HELD ON  
MONDAY, JUNE 16, 2014, AT 6:00 P.M. IN THE  
CITY HALL CONFERENCE ROOM, 5111 BENITO  
STREET, MONTCLAIR, CALIFORNIA**

---

**I. CALL TO ORDER**

Council Member Paulitz called the meeting to order at 6:00 p.m.

**II. ROLL CALL**

Present: Council Member Paulitz, Council Member Dutrey, City Manager Starr; Police Captain Avels, Director of Community Development Lustro, Deputy City Manager/Director, Office of Economic Development Staats, City Attorney Robbins

Absent: Director, Office of Public Safety/Police Chief deMoet

**III. APPROVAL OF MINUTES**

**A. Minutes of Code Enforcement Committee Meeting of April 21, 2014**

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of April 21, 2014.

**IV. PUBLIC COMMENT**

None.

**V. OLD BUSINESS**

1. Shopping Cart Containment Ordinance. A revised draft of the proposed ordinance, incorporating comments from the Committee, was provided to the Committee for review and future comment. Discussion followed regarding requirements of the cart corrals themselves, including raised bumpers and/or swinging doors to prevent cart roll-off, pay carts similar to luggage carts at the airport, and how long businesses will have to comply once the ordinance takes effect.

2. Pushcart vending. Community Development Director Lustro reported there was no news on this item.

## **VI. NEW BUSINESS**

1. Council Member Paulitz provided a list of property addresses that had potential violations and commented he felt the biggest hurdle for homeowners with landscaping violations is that they do not have an irrigation system and have been watering by hand. Discussion followed regarding setting a meeting with Monte Vista Water District to urge them to sponsor a program. City Manager Starr suggested waiting until after the already-scheduled presentation by Monte Vista Water District.

2. Staffing. Community Development Director Lustro summarized how Code Enforcement has been short one person, but beginning July 1<sup>st</sup>, retired annuitant Richard Rivera will be returning to work 20 hours per week to handle enforcement on commercial and industrial properties.

## **VII. DISTRIBUTION OF LIST OF PROBLEM PROPERTIES / Q&A**

The updated list of problem properties was included in the agenda packet for the Committee's reference. Discussion followed regarding making progress on several properties and the inclusion of a new address to the list.

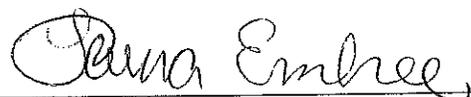
## **VIII. NEXT MEETING**

The next meeting is scheduled for Monday, July 21, 2014, at 6:00 p.m. in the City Hall Conference Room.

## **IX. ADJOURNMENT**

At 6:25 p.m., Council Member Paulitz adjourned the Code Enforcement Committee.

Submitted for Code Enforcement  
Committee approval,



---

Laura Embree  
Administrative Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
JULY 7, 2014, AT 8:05 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 8:05 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 16, 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 16, 2014.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

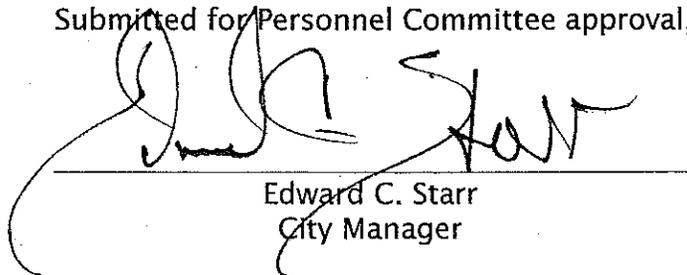
At 8:06 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 8:34 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 8:34 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr  
City Manager