

**CITY OF MONTCLAIR
AGENDA FOR CITY COUNCIL, SUCCESSOR AGENCY,
MONTCLAIR HOUSING CORPORATION, MONTCLAIR
HOUSING AUTHORITY, AND MONTCLAIR COMMUNITY
FOUNDATION MEETINGS**

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

September 8, 2015

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/MCF meetings are now available in audio format on the City's website at www.cityofmontclair.org 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, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors

II. INVOCATION

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorse any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. Introduction of New Employee
- B. Proclamation Declaring September as "Childhood Cancer Awareness Month" in the City of Montclair

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, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors. (Government Code Section 54954.3)

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

VII. PUBLIC HEARINGS – None

VIII. CONSENT CALENDAR

A. Approval of Minutes

- 1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission/MCF Board Meeting of August 17, 2015 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

- 1. Consider Setting a Public Hearing to Consider the Following:

Adoption of Resolution No. 15-3094 Approving an Amendment to the General Plan Land Use Map for 1.07 Acres at 10998 Central Avenue, Modifying the Land Use Designation from "General Commercial" to "Medium-Density Residential (8-14 Dwelling Units/Acre)" [CC]

Adoption of Resolution No. 15-3095 Approving an Amendment to the City's Official Zoning Map for 1.07 Acres at 10998 Central Avenue, Modifying the Zoning Designation from "R-1(20)" (Single-Family Residential, Minimum 20,000 Square-Foot Lot Area) to "R-3" (Medium-High Density Residential) [CC]

Approval of Tentative Tract Map No. 19971 for a Single-Lot Subdivision for a 13-Unit Residential Condominium Development at 10998 Central Avenue [CC]

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- 2. Consider Approval of Grant Fund Balance Carryover from Prior Fiscal Years [CC]
- 3. Consider Approval of Warrant Register and Payroll Documentation [CC]

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C. Agreements

- 1. Consider Approval of Agreement No. 15-72-I-93, an Irrevocable Annexation Agreement with Tollis, Inc., for 5282 Mission Boulevard (Assessor's Parcel Nos. 1011-283-01, 28, 29, & 30) [CC]

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- 2. Consider Approval of Agreement Nos. 15-75, 15-76, 15-77, 15-78, and 15-79 with Montclair Golden Girls Softball League, Montclair Little League, and All Cities Youth Baseball, Respectively, for Use of Ball Field Facilities [CC]

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- 3. Consider Approval of a Memorandum of Understanding Between the San Bernardino County Transportation Authority and the City of Montclair for the Development of the Interstate-10 Monte Vista Avenue Interchange Project [CC]

Consider Approval of Agreement No. 15-80 with the San Bernardino County Transportation Authority for Planning, Project Report, and Environmental Document of the Interstate-10 Monte Vista Avenue Interchange Project [CC]

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4.	Consider Approval of Agreement No. 15-81 with Ontario-Montclair School District to Provide a Licensed Clinical Social Worker for the Case Management Program [CC]	72
5.	Consider Approval of Agreement No. 15-82 with MIG, Inc., for the Conceptual Design of Streetscape and Infrastructure Design for North Montclair Downtown Specific Plan Project [CC]	
	Consider Appropriating \$250,000 from Tax Exempt Tax Allocation Bond Proceeds [CC]	
	Consider Authorizing a Design Contingency of \$25,000 for Additional Design as may be Determined Necessary by the City Manager [CC]	78
6.	Consider Approval of Agreement No. 15-83 with the Hope Through Housing Foundation to Provide an After-School Program at San Antonio Vista and Vista Del Cielo Apartments [CC]	99
7.	Consider Approval of Agreement No. 15-84 with National College of Technical Instruction Authorizing the Fire Department to Provide Clinical Training for Emergency Medical Students [CC]	112
8.	Consider Approval of Agreement No. 15-85-I-94, an Irrevocable Annexation Agreement with Adalberto Oropeza, for 11134 Roswell Avenue (Assessor's Parcel No. 1012-421-26) [CC]	126
D.	Resolutions	
1.	Consider Adoption of Resolution No. 15-3086 Adopting a Measure I Five-Year Capital Improvement Program [CC]	132
2.	Consider Adoption of Resolution No. 15-3093 Adopting a Five-Year Capital Project Needs Analysis [CC]	140
IX.	PULLED CONSENT CALENDAR ITEMS	
X.	RESPONSE - None	
XI.	COMMUNICATIONS	
A.	City Department Reports	
1.	Economic Development Department	
a.	Update on Oversight Board Activities	
b.	Sign Ordinance Review	
2.	Police Department	
a.	Traffic Division Statistics Update	
b.	K-9 Program Update	

3. Fire Department
 - a. Planning for Fire Department Open House Event
 - b. SoCal Regional Exercise for Anthrax Disaster Incident (READI) Exercise
 4. Finance Department
 - a. Agreed-Upon Procedural Review
 5. Public Works Department
 - a. Capital Projects Update
 - b. Monte Vista Grade Separation/Union Pacific Railroad Update
 6. Community Development Department
 - a. Demolition of Substandard Building
 7. Human Services Department
 - a. Overview of New Human Services Activity Brochure
 8. City Clerk's Office
 - a. Recall Petition Process Update
- B. City Attorney
1. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation
Camou v. Montclair
 2. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation
Montclair Successor Agency v. California Department of Finance
 3. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference with Designated Labor Negotiator Edward C. Starr
Agency: City of Montclair
Employee Management
Organizations: Montclair City Confidential Employees Association
Montclair Fire Fighters Association
Montclair Police Officers Association
San Bernardino Public Employees - Teamsters Local 1932
- C. City Manager/Executive Director
- D. Mayor/Chairman
- E. Council/SA Board/MHC Board/MHA Commissioners/MCF Board

F. Committee Meeting Minutes <i>(for informational purposes only)</i>	
1. Minutes of the Personnel Committee Meeting of August 17, 2015	145
2. Minutes of the Code Enforcement/Public Safety Committee Meeting of August 17, 2015	146
3. Minutes of the Public Works Committee Meeting of August 20, 2015	148

XII. ADJOURNMENT OF MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS, MONTCLAIR HOUSING AUTHORITY COMMISSIONERS, AND MONTCLAIR COMMUNITY FOUNDATION BOARD OF DIRECTORS

(At this time, the City Council and Successor Agency Board will meet in Closed Session regarding pending litigation and labor negotiations.)

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL AND SUCCESSOR AGENCY

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, September 21, 2015, 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, Montclair Housing Authority Commission, and Montclair Community Foundation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the 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, Andrea M. Phillips, 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 September 3, 2015.

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING TO CONSIDER THE FOLLOWING:

ADOPTION OF RESOLUTION NO. 15-3094 APPROVING AN AMENDMENT TO THE GENERAL PLAN LAND USE MAP FOR 1.07 ACRES AT 10998 CENTRAL AVENUE, MODIFYING THE LAND USE DESIGNATION FROM "GENERAL COMMERCIAL" TO "MEDIUM-DENSITY RESIDENTIAL (8-14 DWELLING UNITS/ACRE)"

DATE: September 8, 2015
SECTION: ADMIN. REPORTS
ITEM NO.: 1
FILE I.D.: GPL100/LDU750/LDU600
DEPT.: COMMUNITY DEV.

ADOPTION OF RESOLUTION NO. 15-3095 APPROVING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP FOR 1.07 ACRES AT 10998 CENTRAL AVENUE, MODIFYING THE ZONING DESIGNATION FROM "R-1(20)" (SINGLE-FAMILY RESIDENTIAL, MINIMUM 20,000 SQUARE-FOOT LOT AREA) TO "R-3" (MEDIUM-HIGH DENSITY RESIDENTIAL)

APPROVAL OF TENTATIVE TRACT MAP NO. 19971 FOR A SINGLE-LOT SUBDIVISION FOR A 13-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 10998 CENTRAL AVENUE

REASON FOR CONSIDERATION: Amendments to the City's adopted General Plan Land Use Map, Official Zoning Map, and approval of tentative maps require public hearing review and approval by the City Council.

Copies of proposed Resolution No. 15-3094 and Exhibit A to Resolution No. 15-3094, Resolution No. 15-3095 and Exhibit A to Resolution No. 15-3095, and Tentative Tract Map No. 19971 are attached for the City Council's review.

BACKGROUND: The amendments to the General Plan Land Use Map and Official Zoning Map, and the tentative tract map, which have been recommended by the Planning Commission, were initiated by Montclair Holdings, LLC, on behalf of Crestwood Communities in connection with its desire to construct a 13-unit residential condominium development on 1.07 acres at 10998 Central Avenue. The applicant intends to construct the project pursuant to the City's R-3 development standards as set forth in Chapter 11.22 of the Montclair Municipal Code. The Planning Commission conducted a public hearing on the requests at its regular meeting on August 24, 2015. No members of the public spoke in opposition to the proposals during the public hearing.

Prepared by:



Fiscal Impact
Finance Review:



Proofed by:



Reviewed and
Approved By:



FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to Resolution Nos. 15-3094 and 15-3095 and Tentative Tract Map No. 19971 should not exceed \$500.

RECOMMENDATION: The Planning Commission and staff recommend the City Council set a public hearing for Monday, September 21, 2015, at 7:00 p.m. in the Council Chambers to consider the following:

1. Adoption of Resolution No. 15-3094 approving an amendment to the General Plan Land Use Map for 1.07 acres at 10998 Central Avenue, modifying the land use designation from "General Commercial" to "Medium-Density Residential (8-14 dwelling units/acre)."
2. Adoption of Resolution No. 15-3095 approving an amendment to the City's Official Zoning Map for 1.07 acres at 10998 Central Avenue, modifying the zoning designation from "R-1(20)" (Single-Family Residential, Minimum 20,000 Square-Foot Lot Area) to "R-3" (Medium-High Density Residential).
3. Approval of Tentative Tract Map No. 19971 for a single-lot subdivision for a 13-unit residential condominium development at 10998 Central Avenue.

RESOLUTION NO. 15-3094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AN AMENDMENT TO THE GENERAL PLAN LAND USE MAP, MODIFYING THE LAND USE DESIGNATION OF 1.07 ACRES OF LAND AT 10998 CENTRAL AVENUE FROM "GENERAL COMMERCIAL" TO "MEDIUM-DENSITY RESIDENTIAL (8-14 DU/AC)" TO FACILITATE CONSTRUCTION OF A 13-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT THEREON (APN 1011-334-03)

A. Recitals.

WHEREAS, Montclair Holdings, LLC (property owner), on behalf of Crestwood Communities, has filed an application for an amendment to the General Plan Land Use Map under Case No. 2015-9; and

WHEREAS, the application for said amendment to the General Plan Land Use Map applies to a 1.07-acre site described as follows:

That portion of Lot 4, Block 21, Monte Vista Tract No. 2, in the City of Montclair, County of San Bernardino, State of California, as per map recorded in Book 16, Page 33 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the northeast corner of said Lot 4; thence South along the east line of said Lot, 465 feet to the True Point of Beginning, said point being the southeast corner of the land described in the deed to Frederick Park and Don H. Anderson, recorded May 8, 1962, in Book 5695, Page 431 of Official Records; thence West 294.62 feet along the south line of said Park parcel to the west line of said Lot; thence South 158.39 feet, more or less, to the southwest corner of said Lot; thence East 294.62 feet to the southeast corner of said Lot; thence North 158.39 feet, more or less, to the True Point of Beginning.

The above-referenced property composing the proposed amendment area and also commonly known as 10998 Central Avenue, is also indicated on the attached Exhibit "A," a map incorporated herein by reference; and

WHEREAS, the subject 1.07-acre site is currently designated by the General Plan as "General Commercial" and is vacant and undeveloped; and

WHEREAS, the applicant submitted concurrent applications requesting a Zoning Map Amendment, Tentative Tract Map, and Precise Plan of Design for the subject site to change the land use designation of the site from "R-1(20) (Single-Family Residential, minimum 20,000 square-foot lot area) to "R-3" (Medium-High Density Residential), and to subdivide the property to construct 13 detached residential condominiums; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City prepared an Initial Study (IS) for the amendments to the General Plan Land Use Map and Official Zoning Map, Tentative Tract Map, and Precise Plan of Design and released it for public review and comment on July 24, 2015. Based on the findings of the Initial Study, staff has determined that, although the proposed project could have a significant effect on the environment, there will not be a significant effect because revisions in the project have been made by or agreed to by the project proponent. Therefore, a Mitigated Negative Declaration (MND) is proposed for the project; and

WHEREAS, on July 24, 2015, the Notice of Availability of the IS/MND was filed with the San Bernardino County Clerk of the Board; and

WHEREAS, the minimum 21-day public review period for the IS/MND commenced on July 24, 2015 and concluded on August 24, 2015; and

WHEREAS, copies of the IS/MND were available during the public review period at the Community Development counter at City Hall; and

WHEREAS, public notice of this item was advertised as a public hearing in the Inland Valley Daily Bulletin newspaper on July 24, 2015; and

WHEREAS, on August 24, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the Planning Commission conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the General Plan Land Use Map were heard, and said application was fully studied; and

WHEREAS, the Planning Commission reviewed and considered the amendment to the General Plan Land Use Map along with the information contained in the IS/MND, comments received during the public review period, and responses to comments; and

WHEREAS, the Planning Commission, as the responsible agency, reviewed and considered the environmental assessment based upon the findings in the Initial Study prepared for the project, and determined that there will be no significant impact on the environment as a result of the proposed amendment to the General Plan Land Use Map; and

WHEREAS, the Planning Commission also adopted a Mitigated Negative Declaration and a finding that there will be a DeMinimis impact on fish and wildlife; and

WHEREAS, based on its review and independent judgment, the City Council finds that the amendment to the General Plan Land Use Map will not have a significant effect on the environment; and

WHEREAS, on September 21, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the General Plan Land Use Map were heard, and said application was fully studied.

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED that it is hereby found, determined, and resolved by the City Council of the City of Montclair as follows:

1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.
2. The City Council hereby approves the amendment to the General Plan Land Use Map associated with Case No. 2015-9, modifying the land use designation of the subject property from "General Commercial" to "Medium-Density Residential (8-14 dwelling units/acre)."

APPROVED AND ADOPTED this XX day of XX, 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3094 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, 2015, and that it was adopted by the following vote, to-wit:

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

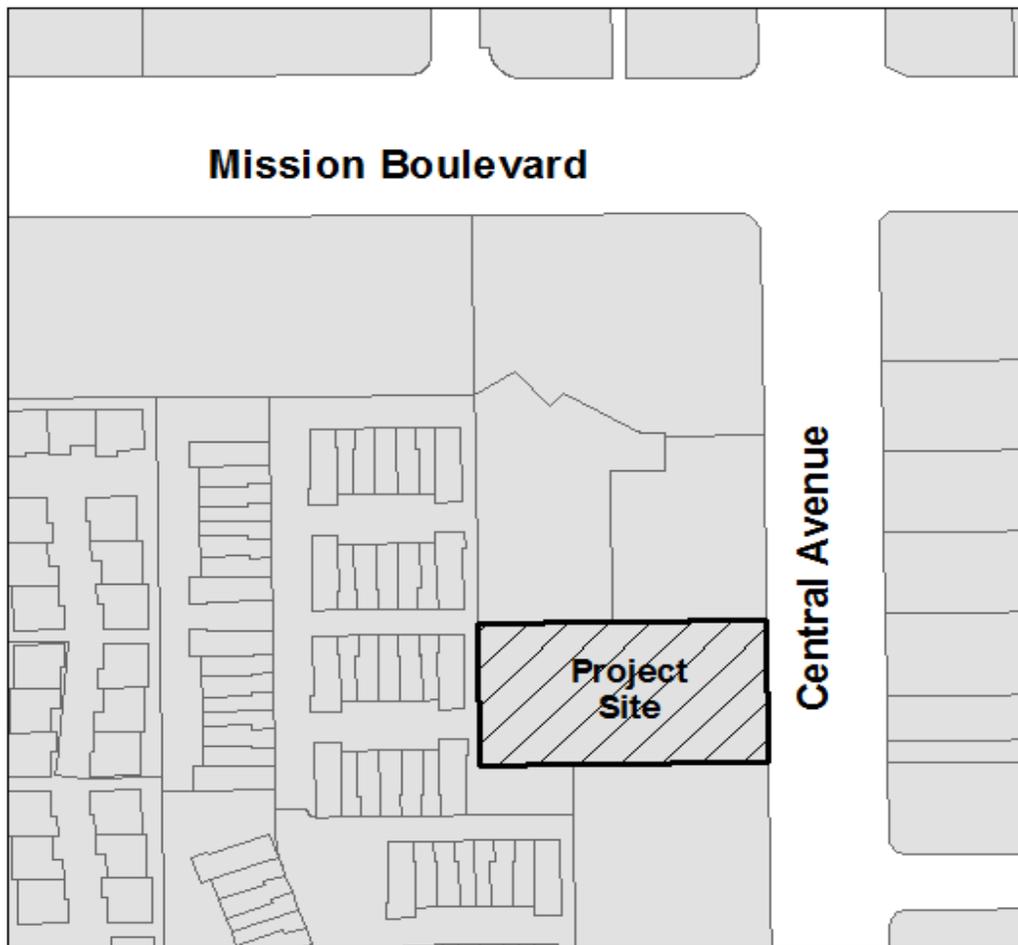
Andrea M. Phillips
Deputy City Clerk

Exhibit A
CASE NUMBER: 2015-9

PROJECT LOCATION: 10998 Central Avenue
ASSESSOR'S PARCEL NO.: 1011-334-03

PROPERTY OWNER: Montclair Holdings, LLC

General Plan Amendment	
<i>Existing</i>	<i>Proposed</i>
"General Commercial"	Medium-Density Residential (8-14 du/ac)



RESOLUTION NO. 15-3095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF MONTCLAIR CHANGING THE ZONING DESIGNATION OF 1.07 ACRES OF LAND AT 10998 CENTRAL AVENUE FROM "R-1(20)" (SINGLE-FAMILY RESIDENTIAL, MINIMUM 20,000 SQUARE-FOOT LOT AREA) TO "R-3" (MEDIUM-HIGH DENSITY RESIDENTIAL) TO FACILITATE CONSTRUCTION OF A 13-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT THEREON (APN 1011-334-03)

A. Recitals.

WHEREAS, Montclair Holdings, LLC (property owner), on behalf of Crestwood Communities, has filed an application for an amendment to the Official Zoning Map of the City of Montclair under Case No. 2015-9; and

WHEREAS, the application for said amendment to the Official Zoning Map applies to a 1.07-acre site described as follows:

That portion of Lot 4, Block 21, Monte Vista Tract No. 2, in the City of Montclair, County of San Bernardino, State of California, as per map recorded in Book 16, Page 33 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the northeast corner of said Lot 4; thence South along the east line of said Lot, 465 feet to the True Point of Beginning, said point being the southeast corner of the land described in the deed to Frederick Park and Don H. Anderson, recorded May 8, 1962, in Book 5695, Page 431 of Official Records; thence West 294.62 feet along the south line of said Park parcel to the west line of said Lot; thence South 158.39 feet, more or less, to the southwest corner of said Lot; thence East 294.62 feet to the southeast corner of said Lot; thence North 158.39 feet, more or less, to the True Point of Beginning.

The above-referenced property composing the proposed amendment area and also commonly known as 10998 Central Avenue, is also indicated on the attached Exhibit "A," a map incorporated herein by reference; and

WHEREAS, the subject 1.07-acre site is currently designated by the Official Zoning Map as "R-1(20)" (Single-Family Residential, minimum 20,000 square-foot lot area) and is vacant and undeveloped; and

WHEREAS, the applicant submitted concurrent applications requesting a General Plan Land Use Map Amendment, Tentative Tract Map, and Precise Plan of Design for the subject site to change the land use designation of the site from

"General Commercial" to "Medium-Density Residential (8-14 dwelling units/acre)," and to subdivide the property to construct 13 detached residential condominiums; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the City prepared an Initial Study (IS) for the amendments to the General Plan Land Use Map and Official Zoning Map, Tentative Tract Map, and Precise Plan of Design and released it for public review and comment on July 24, 2015. Based on the findings of the Initial Study, staff has determined that, although the proposed project could have a significant effect on the environment, there will not be a significant effect because revisions in the project have been made by or agreed to by the project proponent. Therefore, a Mitigated Negative Declaration (MND) is proposed for the project; and

WHEREAS, on July 24, 2015, the Notice of Availability of the IS/MND was filed with the San Bernardino County Clerk of the Board; and

WHEREAS, the minimum 21-day public review period for the IS/MND commenced on July 24, 2015 and concluded on August 24, 2015; and

WHEREAS, copies of the IS/MND were available during the public review period at the Community Development counter at City Hall; and

WHEREAS, public notice of this item was advertised as a public hearing in the Inland Valley Daily Bulletin newspaper on July 24, 2015; and

WHEREAS, on August 24, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the Planning Commission conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the Official Zoning Map were heard, and said application was fully studied; and

WHEREAS, the Planning Commission reviewed and considered the amendment to the Official Zoning Map along with the information contained in the IS/MND, comments received during the public review period, and responses to comments; and

WHEREAS, the Planning Commission, as the responsible agency, reviewed and considered the environmental assessment based upon the findings in the Initial Study prepared for the project, and determined that there will be no significant impact on the environment as a result of the proposed amendment to the Official Zoning Map; and

WHEREAS, the Planning Commission also adopted a Mitigated Negative Declaration and a finding that there will be a DeMinimis impact on fish and wildlife; and

WHEREAS, based on its review and independent judgment, the City Council finds that the amendment to the Official Zoning Map will not have a significant effect on the environment; and

WHEREAS, on September 21, 2015, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the amendment to the Official Zoning Map were heard, and said application was fully studied.

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED that it is hereby found, determined, and resolved by the City Council of the City of Montclair as follows:

1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.
2. The City Council hereby approves the amendment to the Official Zoning Map of the City of Montclair associated with Case No. 2015-9, modifying the zoning designation of the subject property from "R-1(20)" (Single-Family Residential, minimum 20,000 square-footlot area) to "R-3" (Medium-High Density Residential).

APPROVED AND ADOPTED this XX day of XX, 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3095 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, 2015, and that it was adopted by the following vote, to-wit:

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

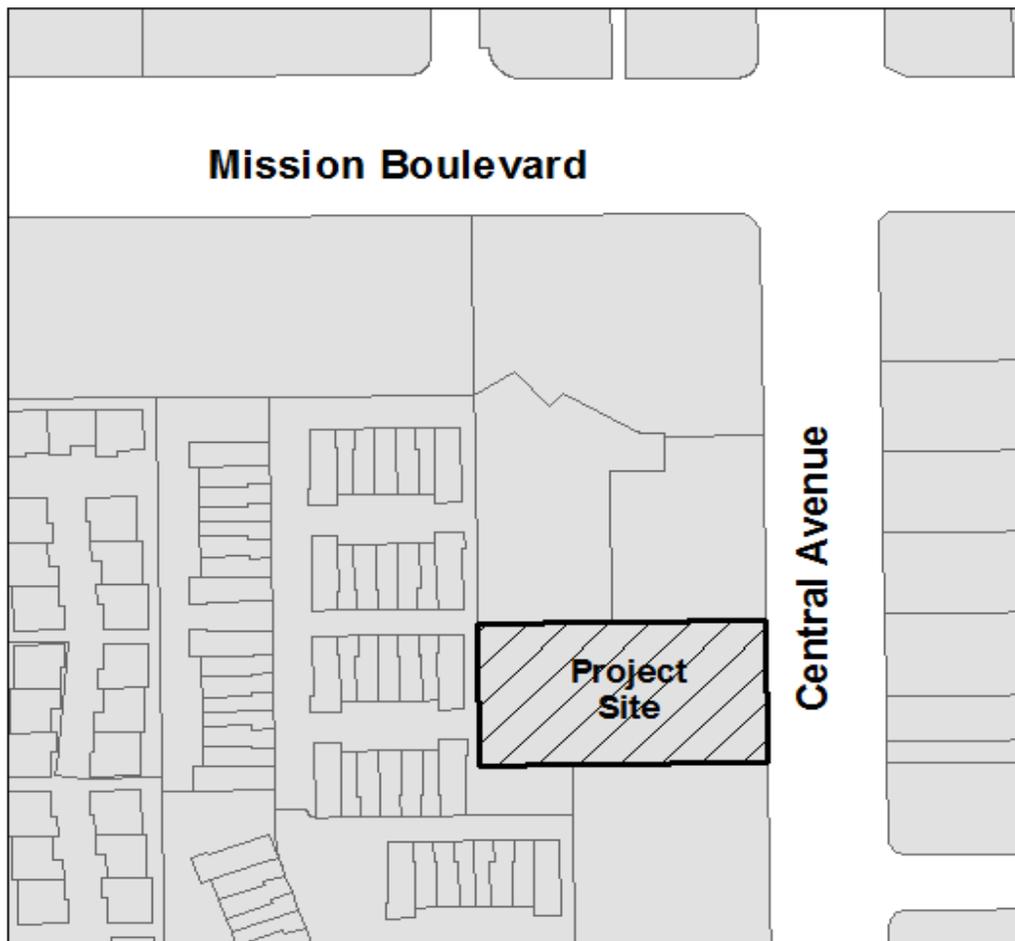
Andrea M. Phillips
Deputy City Clerk

Exhibit A
CASE NUMBER: 2015-9

PROJECT LOCATION: 10998 Central Avenue
ASSESSOR'S PARCEL NO.: 1011-334-03

PROPERTY OWNER: Montclair Holdings, LLC

Official Zoning Map Amendment	
<i>Existing</i>	<i>Proposed</i>
"R-1(20)" (Single-Family Residential, minimum 20,000 square- foot lot area)	"R-3" (Medium-High Density Residential)



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF GRANT FUND
BALANCE CARRYOVER FROM PRIOR FISCAL
YEARS

DATE: September 8, 2015

SECTION: ADMIN. REPORTS

ITEM NO.: 2

FILE I.D.: GRT125/FIN290

DEPT.: HUMAN SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Human Services Department's use of \$20,222 in grant funding left over from prior fiscal years.

BACKGROUND: In prior fiscal years, Kaiser Foundation Hospitals, Ontario, and the Inland Empire United Way have provided grant funding to the Human Services Department to be used toward various programs including Por La Vida, Health Promotion, and Case Management. As of June 30, 2015, there are fund balances in the amount of \$5,589 for Kaiser (Fund 1166) and \$14,633 for the United Way (Fund 1165). These amounts do not include and are in addition to grant funds awarded for Fiscal Year 2015-16 by these two organizations.

FISCAL IMPACT: As other grant funds are being cut, City Council approval of this item would allow these leftover funds to be utilized to support critical on-going Human Services Department program needs. The use of these funds will remain consistent with the intent, scope, and purpose for which these funds were originally granted. A combined total of \$20,222 will be added to the Human Services Health Education and Family Education budgets.

RECOMMENDATION: Staff recommends the City Council approve the Human Service Department's use of \$20,222 in grant funding left over from prior fiscal years.

Prepared by:

M. Richter

Fiscal Impact
Finance Review:

Donald L. Parker

Proofed by:

Vanessa Tom

Reviewed and
Approved By:

M. Richter

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** September 8, 2015
SECTION: ADMIN. REPORTS
ITEM NO.: 3
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 Raft has examined the Warrant Register dated September 8, 2015, and the Payroll Documentation dated August 23, 2015, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated September 8, 2015, totals \$2,041,597.07. The Payroll Documentation dated August 23, 2015, totals \$569,819.88 gross, with \$398,783.80 net being the total cash disbursement.

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

Prepared by: Andrea M Phillips Fiscal Impact Finance Review: Donald L Parker
Proofed by: Stephanie Hick Reviewed and Approved By: Donald L Parker

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-72-I-93, AN IRREVOCABLE ANNEXATION AGREEMENT WITH TOLLIS, INC., FOR 5282 MISSION BOULEVARD (ASSESSOR'S PARCEL NOS. 1011-283-01, 28, 29, & 30)	DATE: September 8, 2015 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: SEW080 DEPT.: COMMUNITY DEV.
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REASON FOR CONSIDERATION: Irrevocable Annexation Agreements are subject to City Council review and approval.

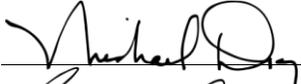
A copy of proposed Agreement No. 15-72-I-93 with Tollis, Inc. is attached for the City Council's review and consideration.

BACKGROUND: The proposed Irrevocable Annexation Agreement would permit the property owner of the subject parcels located in unincorporated County territory to be connected to the sanitary sewer system owned and maintained by the City of Montclair and located in Mission Boulevard, with the Agreement requiring annexation of the property when feasible at a future date.

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

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

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 15-72-I-93, an Irrevocable Annexation Agreement with Tollis, Inc., for the property located at 5282 Mission Boulevard.

Prepared by: 	Fiscal Impact Finance Review:	
Proofed by: 	Reviewed and Approved By:	

Recording Requested by:

Michael Diaz
City of Montclair

When Recorded Mail To:

Michael Diaz
City Planner
City of Montclair
5111 Benito Street, P.O. Box 2308
Montclair, CA 91763

This Space for Recorder's Use Only

FREE RECORDING PURSUANT TO GOVERNMENT CODE §27383

AGREEMENT NO. 15-72-I-93
AN IRREVOCABLE AGREEMENT TO ANNEX
TO THE CITY OF MONTCLAIR

Tollis, Inc.
5282 Mission Boulevard
Ontario, CA 91762

Title of Document

AGREEMENT NO. 15-72-I-93

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

Tollis, Inc.
5282 Mission Boulevard, Ontario, CA 91762

This agreement is entered into this 8th day of September, 2015, between Tollis, Inc., hereinafter referred to as "Owner," and the City of Montclair, hereinafter referred to as "City."

WHEREAS, Owner is the legal property owner of the real property located at 5282 Mission Boulevard, comprised of four (4) separate parcels referenced by San Bernardino County Tax Assessor Parcel Numbers (APNs) 1011-283-01, 28, 29 & 30, shown as Exhibit "A" attached, and is further described as follows:

Assessor Parcel 1011-283-01

Lots 46, 48, and 50 in Block 5 of Monte Vista Tract No. 2, in the County of San Bernardino, State of California, as per map recorded in Book 16, Page(s) 33, of Maps, in the office of the County Recorder of said County.

Except that portion from Lot 50 conveyed to the State of California by deed recorded June 10, 1944, in Book 1687, page 344, Official Records and that portion conveyed to the County of San Bernardino by deed recorded June 10, 1992 as Instrument No. 244968, Official Records.

Assessor Parcels 1011-283-28 & 29

Lots 43 and 45, Block 5, Monte Vista Tract No. 2, as per plat recorded in Book 16 of Maps, Page 33 of Maps, records of said County.

Assessor Parcel 1011-283-30

Lots 47, 49 and 51, Block 5, Monte Vista Tract No. 2, except the south 15 feet of Lot 51 for highway purposes by deed recorded June 19, 1944 as per map recorded in Book 16, Page 33 of Maps in the office of the County Recorder of said County.

WHEREAS, the subject properties together are approximately 1.12 acres in total size, and located at the northwest corner of Mission Boulevard and Central Avenue and, within unincorporated San Bernardino County area that is a part of the Sphere of Influence of the City of Montclair; and

WHEREAS, the subject property is developed with a 9,845 square foot, two-story commercial building, constructed in 1986, with surface parking for 79 vehicles; and

WHEREAS, the Owner desires to connect the existing commercial building at the above-described property to the sanitary sewer system in Mission Boulevard, which is owned and maintained by the City of Montclair; and

WHEREAS, the City is willing to allow a connection to said sanitary sewer system if a request is made at the earliest possible time to annex to the City of Montclair; and

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

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

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

NOW, THEREFORE, the parties do agree as follows:

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

2. The City of Montclair does hereby agree to allow a connection of said property to the sewer line owned by the City of Montclair, which is located in Mission Boulevard, at such time as all applicable permits have been obtained and associated fees have been paid.

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

4. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the sewer, and Owner agrees to be bound by all City ordinances, rules, and regulations with respect to the sewer system. Owner agrees to

pay monthly sewer charges beginning on the date this agreement is approved by the City Council.

5. Owner shall be responsible for the maintenance and repair of the sewer lateral from the building, and/or structure to which the sewer lateral is connected to the public sewer main in the street or City easement. This responsibility includes both the portion of the sewer lateral on private property and the portion located beneath the sidewalk and street up to the point where the lateral connects to the public sanitary sewer main. Property owners' responsibilities include maintenance and repair of the lateral, overflow cleanup, and damages to sewer main and/or pavement. The City **may** respond and take corrective action in the event of a sewage overflow from a lateral where there is an immediate threat to health or safety. However, the property owner shall be responsible for all costs incurred by the City.

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

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

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

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

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

CITY: **CITY OF MONTCLAIR, CALIFORNIA**

OWNER: **TOLLIS, INC.**

Paul M. Eaton, Mayor

Don Krantz, Vice President

Date: _____

Date: _____

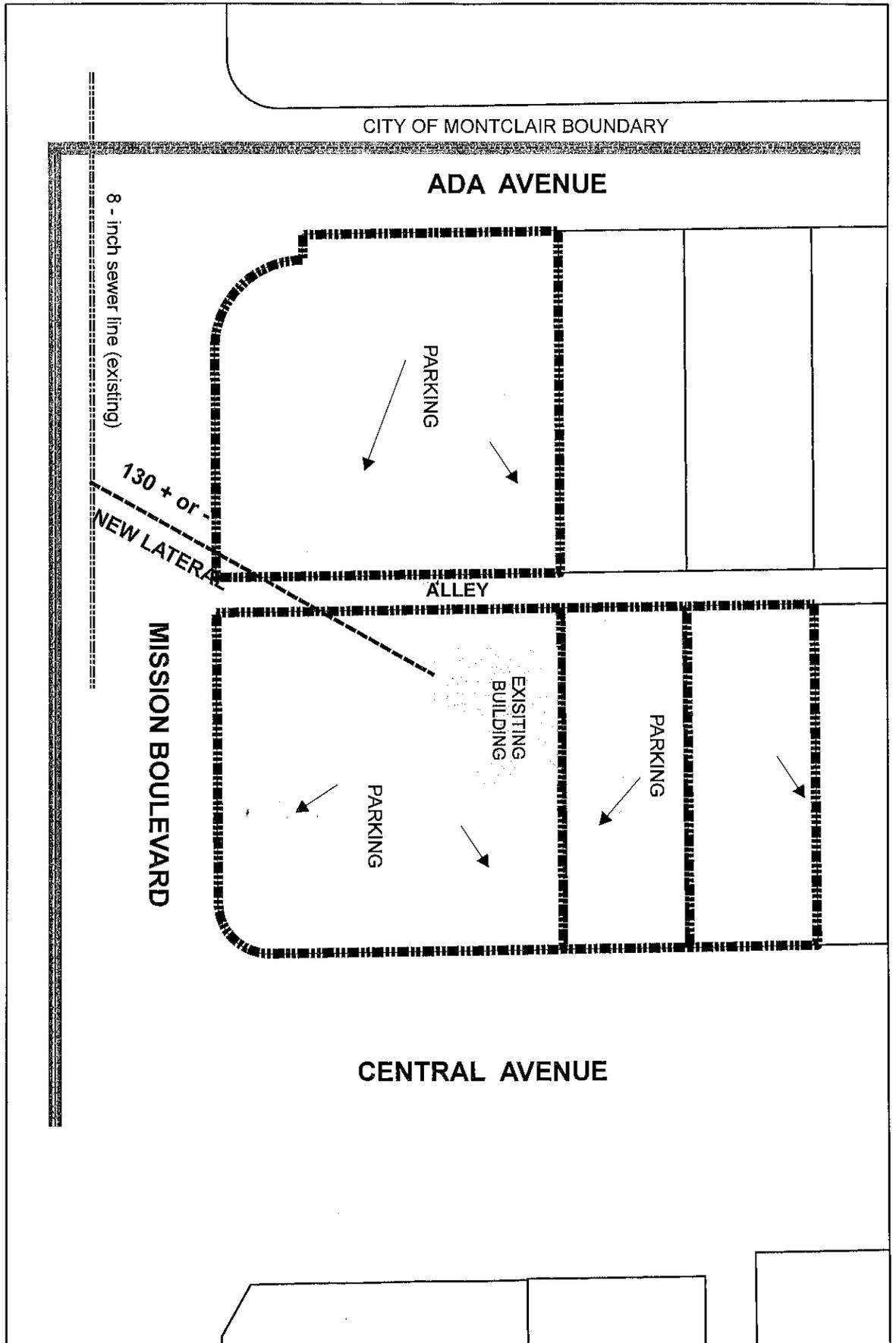
ATTEST:

Andrea M. Phillips, Deputy City Clerk

APPROVED AS TO FORM:

Diane E. Robbins, City Attorney

Agreement No. 15-72-I-93

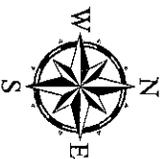


5282 Mission Boulevard, Montclair, CA 91762

Irrevocable Annexation Agreement

IAA No. 15-72-1-93

APNS: 1011-283-01,28,29,30



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NOS. 15-75, 15-76, 15-77, 15-78, AND 15-79 WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE, MONTCLAIR LITTLE LEAGUE, AND ALL CITIES YOUTH BASEBALL, RESPECTIVELY, FOR USE OF BALL FIELD FACILITIES

DATE: September 8, 2015

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: ATH020/215/218

DEPT.: HUMAN SVCS.

REASON FOR CONSIDERATION: The Golden Girls Softball League, Montclair Little League, and All Cities Youth Baseball, have requested use of City facilities for their fall sports activities.

Copies of proposed Agreement Nos. 15-75, 15-76, 15-77, 15-78, and 15-79 with Golden Girls Softball, Montclair Little League, and All Cities Youth Baseball are attached for the City Council's review and consideration.

BACKGROUND: Pursuant to Agreement No. 15-75, Golden Girls Softball League would use the fields at Vernon Park for its softball activities on weekdays and Saturdays. Pursuant to Agreement Nos. 15-76 and 15-77, Montclair Little League would use the northwest field at Kingsley Park and the two southern and two northern fields at Saratoga Park for its baseball activities on weekdays and Saturdays. Pursuant to Agreement Nos. 15-78 and 15-79, All Cities Youth Baseball would use Essex Park weekdays and Saturdays, and the two southern and two northern fields at Saratoga Park for its baseball activities on Fridays. Sunday field use by all leagues is only permitted in the event that ball games are rained out.

Golden Girls Softball League, Montclair Little League, and All Cities Youth Baseball have each requested the use of lights for activities that may be conducted after dark. The cost of electrical services associated with such lighting would be divided equally between the requesting league and the City of Montclair at the rate of \$20 per hour, per field for such use.

The terms of proposed Agreement Nos. 15-75, 15-76, 15-77, 15-78, and 15-79 with the respective Golden Girls Softball League, Montclair Little League, and All Cities Youth Baseball, are September 7, 2015, through December 31, 2015.

FISCAL IMPACT: Approval of the proposed Agreements would have no fiscal impact. Maintenance costs for the fields are incorporated in the Fiscal Year 2015-16 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement Nos. 15-75, 15-76, 15-77, 15-78, and 15-79 with Golden Girls Softball League, Montclair Little League, and All Cities Youth Baseball for use of the subject ball field facilities.

Prepared by: *M. Richter* Fiscal Impact Finance Review: *Donald L. Parker*

Proofed by: *Vanessa Tom* Reviewed and Approved By: *M. Richter*

**AGREEMENT NO. 15-75
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE
FOR USE OF VERNON PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for September 7, 2015, through December 31, 2015.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to permit practice sessions in the southeast quadrant of the field; to provide specific written notice to each coach and, in turn, obtain written confirmation from each coach.
- c. Not to sublet the field.
- d. Not to make any improvements or alterations on said premises.
- e. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- f. Not to erect any barriers or fences of any kind unless approved by CITY.
- g. Not to use herbicides at the park for any purpose.
- h. Not to disconnect or make changes to existing phone line account
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all

paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- l. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit with the CITY representative the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines, shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs as a result of lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from September 7, 2015, through December 31, 2015, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.
- y. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- z. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys'

fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages, to the maximum extent permitted by law.

- aa. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- bb. To conduct all operations in compliance with the Americans with Disabilities Act.
- cc. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- dd. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

SECTION 2: CITY hereby agrees as follows:

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

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

APPROVED AND ADOPTED this _____ day of _____, 2015.

LEAGUE:

GOLDEN GIRLS SOFTBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR - CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2015

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

**AGREEMENT NO. 15-76
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF KINGSLEY PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball activities at such times and hours set forth in Section 1(y). The term of this Agreement is for September 7, 2015, through December 31, 2015.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all

paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- l. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit, with the CITY representative, the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines, shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month and to remit prompt payment to CITY upon receipt of monthly invoice.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works

Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- t. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, practice and game schedules.
- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from September 7, 2015, through December 31, 2015, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.
- z. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected

officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them, or certificate(s) evidencing the insurance.

- aa. INDEMNIFICATION: LEAGUE shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- bb. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- cc. To conduct all operations in compliance with the Americans with Disabilities Act.
- dd. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- ee. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.
- b. To pay for all water used on premises.
- c. To have full control over watering the entire premises. LEAGUE shall not adjust or readjust or otherwise change the sprinkler system or water control facilities.
- d. To provide emergency call-out telephone numbers for use by LEAGUE. A Contact List containing the emergency telephone numbers is attached.

- e. To provide to LEAGUE, inventory list of equipment in snack bar and meeting areas; to provide inspection of those areas and equipment at the end of the agreement period.
- f. To invoice LEAGUE monthly for the costs of separately metered field lighting related to use prior to regular season play.
- g. To refund, at the end of the agreement period and upon approval of the Director of Human Services, LEAGUE's cleaning deposit.
- h. To designate a CITY representative to work with LEAGUE on all nonmaintenance issues relating to the use of CITY facilities.

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

APPROVED AND ADOPTED this _____ day of _____, 2015.

LEAGUE:

CITY:

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR - CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2015

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

**AGREEMENT NO. 15-77
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF SARATOGA PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and Montclair Little League, hereinafter called "LEAGUE." This Agreement is contingent upon the LEAGUE fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) activities at such times and hours set forth in Section 1(aa). The term of this Agreement is for September 7, 2015, through December 31, 2015.

SECTION 1: LEAGUE hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to LEAGUE. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of LEAGUE.
- j. To provide a special parking area for participants in the Challenger Division, at the times of their games, by cordoning off the southeast

portion of the parking lot; to provide the equipment and personnel needed to set up the special parking area; to see that all equipment is removed and properly stored after each use; to provide personnel to monitor the cordoned off area during its use.

- k. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- l. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- m. To maintain Meeting Room located on the second floor by emptying trash and vacuuming carpet from facility after each day's use in a condition acceptable to CITY. This room is not to be used for storage (*e.g.* field equipment and baseball equipment). Storage for baseball equipment is located in the facility on the southern section of baseball fields.
- n. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- o. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- p. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.

- q. To be responsible for the payment of an alarm fee at the rate of Twenty-Five Dollars (\$25) per month, to remit prompt payment to CITY upon receipt of monthly invoice.
- r. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- s. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- t. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- u. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- v. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- w. To provide CITY with participant rosters, practice and game schedules.
- x. To provide CITY with financial statements upon request for audit purposes.
- y. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- z. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- aa. It is agreed that LEAGUE may use said baseball fields from September 7, 2015, through Decembert 31, 2015, Mondays through Thursdays generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.

- bb. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and LEAGUE, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- cc. INDEMNIFICATION: LEAGUE shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by LEAGUE of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the LEAGUE in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- dd. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with the LEAGUE, unless such person is otherwise regularly employed by and conducting official business of CITY.
- ee. To conduct all operations in compliance with the Americans with Disabilities Act.
- ff. LEAGUE shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for LEAGUE meetings.
- gg. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3 feet by 5 feet. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2 inches. The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc., and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.

SECTION 2: CITY hereby agrees as follows:

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

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

APPROVED AND ADOPTED this _____ day of _____, 2015.

LEAGUE:

CITY:

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR - CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2015

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

**AGREEMENT NO. 15-78
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF ESSEX PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for September 7, 2015, through December 31, 2015.

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

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain-link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain the rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and ACYB will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks countertops and utensils after each day's use and leave the snack bar in a condition acceptable to CITY. The snack bar area should not be used for storage of any materials not pertaining to food items
- l. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit with the CITY representative the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- n. To conform to all safety and health regulations and maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs as a result of lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building. ACYB shall furnish and supply personnel to conduct and supervise ACYB activities on the premises.
- r. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- s. To provide CITY with participant rosters, practice and game schedules.
- t. To provide CITY with financial statements upon request for audit purposes.

- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from September 7, 2015, through December 31, 2015, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past daylight hours.
- x. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- y. INDEMNIFICATION: ACYB shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- aa. To conduct all operations in compliance with the Americans with Disabilities Act.
- bb. ACYB shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for ACYB meetings.

SECTION 2: CITY hereby agrees as follows:

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

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

APPROVED AND ADOPTED this _____ day of _____, 2015.

LEAGUE:

ALL CITIES YOUTH BASEBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR – CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2015

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
Building Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

**AGREEMENT NO. 15-79
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF SARATOGA PARK**

THIS AGREEMENT is made and entered into by and between the City of Montclair, hereinafter called "CITY," and All Cities Youth Baseball (ACYB), hereinafter called "ACYB." This Agreement is contingent upon ACYB fulfilling its prior contract's financial obligations and paying any and all outstanding invoices owed to the CITY. Use of any and all facilities listed herein may not be used until all fees have been paid.

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(z). The term of this Agreement is for September 7, 2015, through December 31, 2015.

SECTION 1: ACYB hereby agrees as follows:

- a. Not to use the premises for any other purpose, except as above indicated.
- b. Not to sublet the field.
- c. Not to make any improvements or alterations on said premises.
- d. Not to charge for parking of vehicles in the parking lots located within CITY facilities and not to park in the fields or walkways.
- e. Not to erect any barriers or fences of any kind unless approved by CITY.
- f. Not to use herbicides at the park for any purpose.
- g. Not to disconnect or make changes to existing phone line account.
- h. Not to allow hitting balls into the chain link fences for batting practice.
- i. To provide the CITY with a written list of all items to be stored in park buildings. No items should be stored in rest room facilities, except rest room supplies. Any items found to be stored in buildings without prior written authorization from the CITY will be removed by city crews with or without prior notice to ACYB. Any cost incurred by the CITY by removing, storing, or disposal of said property shall be the responsibility of ACYB.
- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the

premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the ACYB will be responsible for all fees related to the service.

- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- l. To maintain Meeting Room located on the second floor by emptying trash and vaccuming carpet from facility after each day's use in a condition acceptable to CITY. This room is not to be used for storage (e.g. field equipment and baseball equipment).
- m. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- n. To deposit, with the CITY representative, the sum of Three Hundred Dollars (\$300) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar, meeting areas, towers, and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and ACYB representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by ACYB shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY. Ice machines owned by CITY shall be cleaned out, serviced, and maintained by CITY.
- o. To conform to all safety and health regulations and maintain all CITY installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- p. To be responsible for the payment of an alarm fee at the rate of Twenty-Five Dollars (\$25) per month and to remit prompt payment to CITY upon receipt of monthly invoice.
- q. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.

- r. ACYB agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. ACYB will not attempt to remove Graffiti or make repairs to building. ACYB shall furnish and supply personnel to conduct and supervise ACYB activities on the premises.
- s. If ACYB elects to use lights for activities conducted after dark, ACYB agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and ACYB will remit prompt payment to CITY upon receipt of monthly invoice.
- t. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with ACYB. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- u. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- v. To provide CITY with participant rosters, practice and game schedules.
- w. To provide CITY with financial statements upon request for audit purposes.
- x. To designate one individual as an ACYB representative to work with the CITY's representative.
- y. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which ACYB had knowledge.
- z. It is agreed that ACYB may use said baseball fields from September 7, 2015, through December 31, 2015, on Fridays, generally commencing at 4:00 p.m. No activities will be conducted past 9:45 p.m.
- aa. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at ACYB sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and ACYB, comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence, and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the

effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.

- bb. INDEMNIFICATION: ACYB shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of AYCB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- cc. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- dd. To conduct all operations in compliance with the Americans with Disabilities Act.
- ee. ACYB shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for ACYB meetings.

SECTION 2: CITY hereby agrees as follows:

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

- h. To designate a CITY representative to work with ACYB on all nonmaintenance issues relating to the use of CITY facilities.

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

APPROVED AND ADOPTED this _____ day of _____, 2015.

LEAGUE:

ALL CITIES YOUTH BASEBALL

CITY:

CITY OF MONTCLAIR

President

Paul M. Eaton
Mayor

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR - CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2015

<i>After Hours Emergency - Call Montclair PD</i>	<i>Montclair Police Dept.</i>	<i>Contact</i>	<i>(909) 621-4771</i>
Sports League Administration	Sports League Liaison	Fernando Saltos	(909) 625-9496 work
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Ground Maintenance	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Graffiti Removal	Graffiti Abatement Hotline		(909) 625-9429
Vandalism	Facilities and Grounds Superintendent	Mike McGehee	(909) 625-9443 work (909) 721-1744 cell
Secondary Contact for Mike McGehee	Public Works Superintendent	Xavier Mendez	(909) 625-9467 work

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF MONTCLAIR FOR THE DEVELOPMENT OF THE INTERSTATE-10 MONTE VISTA AVENUE INTERCHANGE PROJECT

CONSIDER APPROVAL OF AGREEMENT NO. 15-80 WITH THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR PLANNING, PROJECT REPORT, AND ENVIRONMENTAL DOCUMENT OF THE INTERSTATE-10 MONTE VISTA AVENUE INTERCHANGE PROJECT

DATE: September 8, 2015

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: FWY250

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Caltrans and the San Bernardino County Transportation Authority (SANBAG) are currently studying alternatives for widening Interstate 10 Freeway between the County line and Redlands. Two alternatives being studied are adding a High Occupancy Vehicle lane in each direction from Interstate 15 to Redlands and adding express lanes in each direction from Montclair to Redlands.

Depending on the alternative chosen, the project could include construction affecting the Interstate 10 Monte Vista Avenue interchange. In conjunction with this study, City staff has asked SANBAG and Caltrans to consider widening of Monte Vista Avenue at the interchange. SANBAG has developed a Memorandum of Understanding (MOU) and a Cooperative Agreement with the City. Both documents require City Council approval.

A copy of the proposed MOU between SANBAG and the City of Montclair and proposed Agreement No. 15-80 with SANBAG are attached for the City Council's review and consideration.

BACKGROUND: In 2012, SANBAG, acting in its capacity of the San Bernardino County Transportation Authority, and Caltrans began exploring options for adding additional capacity to the Interstate 10 Freeway in the Valley portion of San Bernardino County. Three options were considered: 1-Do nothing (a requirement to be considered when reviewing environmental effects of any project); 2-Adding a High Occupancy Vehicle (HOV) lane in each direction from the present terminus in Ontario west of Interstate 15 Freeway to the City of Redlands; and 3-Beginning at the County line to Haven Avenue in Ontario, a new widening is proposed in each direction that will be combined with the existing HOV lane to operate as two Express Lanes in each direction. East of Haven Avenue, two Express Lanes would be built in each direction to SR-210. From SR-210 to Ford Street, a single Express Lane would be built in each direction.

Prepared by:



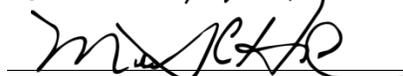
Fiscal Impact
Finance Review:



Proofed by:



Reviewed and
Approved By:



On Wednesday, July 2, 2014, the SANBAG Board of Directors voted to select the Express Lanes Alternative for the Interstate-10 Corridor Project as the Locally Preferred Alternative (LPA). The selection of the LPA allows staff to focus on a variety of tasks to deliver the project in an effective and efficient manner, while still accommodating an objective, public-involved environmental process.

Prior to the adoption of the LPA, City staff had been discussing the feasibility of including interchange work at Monte Vista Avenue and Interstate-10 with the additional lanes proposed by Caltrans and SANBAG. The interchange had already been determined by SANBAG to be the tenth-ranked interchange in the County requiring reconstruction. If the express lane concept were selected, there would be an opportunity to combine the City project with the Caltrans/SANBAG project. By combining both projects, there were anticipated cost savings to both projects.

With the LPA now adopted by the SANBAG Board, it is appropriate for bringing forward the interchange reconstruction project into the remaining environmental process.

The MOU and Cooperative Agreement both include a conceptual drawing showing the proposed widening of Monte Vista Avenue to accommodate two northbound lanes, two northbound left turn pockets onto the westbound Freeway, two southbound lanes, and two southbound left turn pockets to eastbound Palo Verde Street, which in turn enter the eastbound Freeway. The plan also shows the proposed interchange improvements would require additional right-of-way acquisition at all four quadrants to the interchange, plus additional right-of-way acquisition at the southwest and southeast corners of Palo Verde Street and Monte Vista Avenue.

FISCAL IMPACT: The MOU outlines the steps and funds necessary to complete the Project, but does not commit the parties to perform work or provide funding for the Project, and imposes no enforceable obligations upon the parties nor does it grant any rights. The MOU includes as Exhibit A an estimated total project cost of approximately \$37 million.

Under the terms of the Cooperative Agreement, the City agrees to reimburse the Authority a lump sum of \$212,948 towards the environmental phase of the Project cost and a lump sum of \$24,100 for SANBAG management for a total amount of \$237,048 as shown in Attachment A to the Cooperative Agreement. This reimbursement is to be paid to the Authority according to the following payment schedule: 50% of total amount paid within 60 days of execution of this Agreement, the remaining 50% within 60 days of the Record of Decision following environmental phase approval.

In accordance with SANBAG's 2013 Nexus Study, the development share is 73.5% Montclair and 26.5% Upland. Separate reimbursement agreements will be executed with the County and Upland for reimbursement.

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

1. Approve a Memorandum of Understanding between the San Bernardino County Transportation Authority and the City of Montclair for the development of the Interstate-10 Monte Vista Avenue Interchange Project.
2. Approve Agreement No. 15-80 with the San Bernardino County Transportation Authority for Planning, Project Report, and Environmental Document of the Interstate-10 Monte Vista Avenue Interchange Project.

CONTRACT 15-1001219

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND THE CITY OF MONTCLAIR

FOR THE DEVELOPMENT OF

THE INTERSTATE 10 MONTE VISTA AVENUE INTERCHANGE PROJECT

I. PARTIES AND TERM

- A. This Memorandum of Understanding (“MOU”) is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“AUTHORITY” or “SANBAG”) and the CITY OF MONTCLAIR (“PROJECT SPONSOR”) (and together the “PARTIES”) on the Effective Date defined later herein.
- B. The Term of this MOU will commence on the Effective Date and, unless terminated early as provided in Section V, Paragraph D, terminate upon the date a notice of completion is recorded for the Interstate 10 Monte Vista Avenue Interchange (PROJECT) or June 30, 2025, whichever is earlier.

II. RECITALS

- A. WHEREAS, the PROJECT is included in the approved SANBAG 10-Year Delivery Plan and SANBAG Development Mitigation Nexus Study and is eligible to receive funds from the Measure I 2010-2040 Valley Freeway Interchange Program.
- B. WHEREAS, the PARTIES desire to proceed with development of the PROJECT.
- C. WHEREAS, the PARTIES are entering into this PROJECT MOU for the purpose of documenting the terms and conditions of cooperation between the PARTIES required to complete the PROJECT with respect to cost, funding, schedule, and scope, as detailed in Exhibit A, attached hereto and incorporated herein by this reference.
- D. WHEREAS, a conceptual layout of the PROJECT is shown in Exhibit B, attached hereto and incorporated herein by this reference.
- E. WHEREAS, the PARTIES acknowledge the intent to move forward with the PROJECT, the Public and Local Agency funding shares required to complete the PROJECT, and the reasonable expectation of funding availability.

- F. WHEREAS, the Public Share is defined as the share of project cost calculated as the total cost of the project minus the development share (or Local Agency share) and the Local Agency share is the percentage share of the project cost assigned as the development contribution percentage as listed in the SANBAG Development Mitigation Nexus Study.
- G. WHEREAS, the PARTIES understand that the purpose of the MOU is to outline the steps and funds necessary to complete the PROJECT, but the MOU does not commit the PARTIES to perform work or provide funding for the PROJECT, and imposes no enforceable obligations upon the PARTIES and does not grant any rights.
- H. WHEREAS, the PARTIES desire to memorialize in this MOU the framework and funding necessary for completion of the PROJECT to assist the PARTIES in their decision-making and budgeting for this PROJECT.
- I. WHEREAS, the PARTIES understand that each phase of the PROJECT will be addressed in a Cooperative Agreement that will identify the specific roles and responsibilities of AUTHORITY and PROJECT SPONSOR including specific funding commitments.

III. AUTHORITY'S RESPONSIBILITIES

- A. AUTHORITY will be responsible for the Public Share of PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005 and subsequent Cooperative Agreements.
- B. AUTHORITY will consider the development of a Loan Agreement(s) for a portion of the Local Share of PROJECT costs, if requested by the PROJECT SPONSOR, in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005/VFI-23.
- C. AUTHORITY will assign a qualified member of its staff to coordinate with the PROJECT SPONSOR, as determined reasonably necessary by AUTHORITY to facilitate the delivery of the PROJECT.
- D. PROJECT SPONSOR and AUTHORITY shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

IV. PROJECT SPONSOR'S RESPONSIBILITIES

- A. PROJECT SPONSOR will be responsible for the Local Share of the PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy and subsequent agreements, including Loan Agreements.
- B. PROJECT SPONSOR will assign a qualified member of its staff to coordinate with AUTHORITY, as determined reasonably necessary by PROJECT SPONSOR to facilitate the delivery of the PROJECT.
- C. PROJECT SPONSOR and AUTHORITY shall consult on a funding strategy for PROJECT completion at least six months prior to completion of the design phase.

V. MISCELLANEOUS

- A. The PARTIES acknowledge that should federal funds be used in the environmental or design phases of work, Federal Highway Administration (FHWA) requires that the PROJECT must move to a capital phase (right-of-way or construction) within ten years or the federal funds may be required to be repaid to FHWA. Responsibilities related to the federal funding will be outlined in the funding cooperative agreement(s).
- B. The PARTIES acknowledge that in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005/VFI-33 project management costs will be included as part of the project cost and the cost will be distributed per the Public Share and Local Agency Share.
- C. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.
- D. Termination. Both AUTHORITY and PROJECT SPONSOR shall have the right at any time, to terminate this MOU, with or without cause, by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Termination of the MOU will not terminate the PARTIES' continuing obligations under any Cooperative Agreements generally referenced in Section III, Paragraph A. Termination of the MOU by request of the PROJECT SPONSOR will be understood by the AUTHORITY that PROJECT SPONSOR wishes to discontinue work on the PROJECT, unless otherwise stated in an active Cooperative Agreement or in a subsequent MOU or agreement.
- E. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For PROJECT SPONSOR, that person will be Michael Hudson, City Engineer for CITY OF MONTCLAIR. For AUTHORITY, that person shall be Paula Beauchamp, Project Delivery Manager. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

CITY OF MONTCLAIR City of Montclair 5111 Benito Street Montclair, CA 91763 ATTN: Edward C. Starr, City Manager	AUTHORITY San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: Andrea Zureick
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- F. Amendment. In the event that the PARTIES determine that the provisions of this MOU should be altered, the PARTIES may execute an amendment to add, delete, or amend any provision of this MOU. All such amendments must be in the form of a written instrument signed by the authorized representatives of the PARTIES.

-----Signatures on the Following Page-----

In witness whereof the PARTIES have executed this MOU on the dates written below and this MOU is effective upon execution of this MOU by both AUTHORITY and PROJECT SPONSOR (“Effective Date”).

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF MONTCLAIR

By: _____
Ryan McEachron
Board President

By: _____
Paul M. Eaton
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Diane Robbins
City Attorney

CONCURRENCE:

ATTEST:

By: _____
Jeffery Hill
Procurement Manager

By: _____
Andrea Phillips, Deputy City Clerk

Date: _____

Exhibit A

Project Scope:

The CITY of Montclair and AUTHORITY propose to widen the existing eastbound and westbound on-/off-ramps, Monte Vista Avenue, Palo Verde Street and the existing Interstate 10 (I-10) / Monte Vista Avenue Bridge undercrossing as shown on the concept plan (Attachment B). The Planning and Environmental work is included as part of the Interstate 10 (I-10) Corridor Project. The estimate for full construction and project delivery is approximately \$37 million.

Project Cost Estimate and Funding Shares:

Public Share: 75.9% and Development Share or Local Share: 24.1%

Phase	Estimated Cost ¹	Public Share	Development Share
Project Approval and Environmental	\$883,600	\$670,652	\$212,948
Design (PS&E)	\$1,891,000	\$1,435,269	\$455,731
Right-of-Way	\$6,914,000	\$5,247,726	\$1,666,274
Construction (Includes Construction Management & Plant Establishment)	\$25,695,000	\$19,502,505	\$6,192,495
Landscape Maintenance	\$465,400	\$353,239	\$112,161
AUTHORITY Oversight	\$880,000	\$667,920	\$212,080
Total	\$36,729,000	\$27,877,311	\$8,851,689

¹Estimated Costs are based on May 2015 preliminary project cost estimate which includes a 3.5% escalation rate compounded annually.

² In accordance with the 2013 Nexus Study, the development share is 73.5% Montclair, 26.5% Upland.

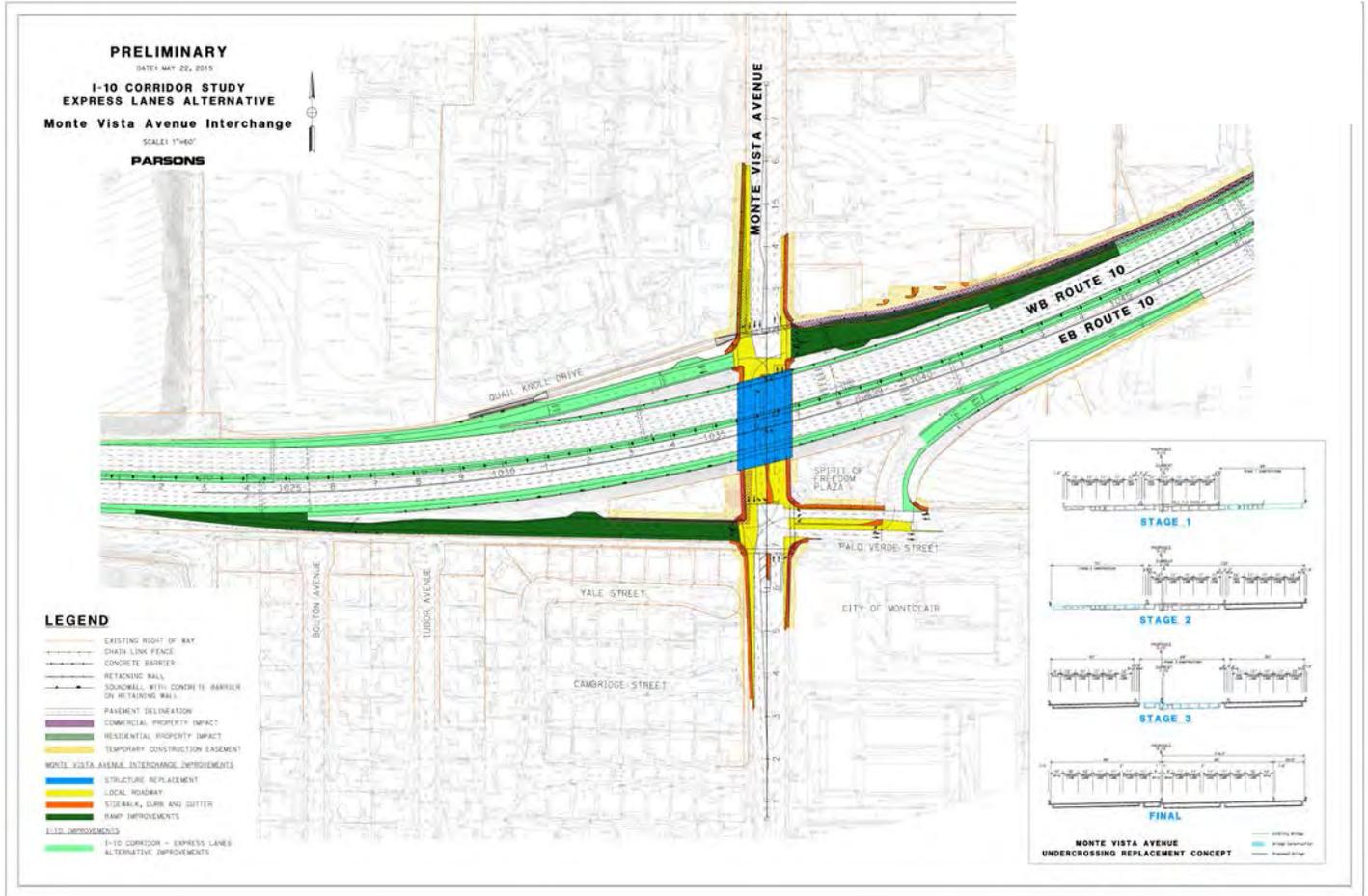
Project Milestones:

Milestone	Actual (Forecast)
Start of Project	(9/2015)
Environmental Approval	(11/2017)
Design Approved/ROW Certified	(12/2018)
Construction Notice to Proceed	(3/2019)
Completed for Beneficial Use	(12/2021)

Exhibit B

Interstate 10 at Monte Vista Avenue Interchange Modifications

Conceptual Layout



COOPERATIVE AGREEMENT NO. 15-1001291

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF MONTCLAIR

FOR

**PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT (PA/ED)
PHASE FOR THE INTERSTATE 10 (I-10) MONTE VISTA AVENUE INTERCHANGE
IN THE CITY OF MONTCLAIR**

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the City of Montclair (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of the AUTHORITY’s management of the project report and environmental document (PA/ED) phase, or December 31, 2018, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, CITY intends to widen Monte Vista Avenue at the I-10/Monte Vista Avenue Interchange in the City of MONTCLAIR; and
- B. WHEREAS, planned improvements necessarily include modifications to the existing eastbound and westbound on- and off-ramps, reconstruction of the Monte Vista Avenue undercrossing bridge structure, possible widening of Palo Verde Street between the eastbound on-ramp and Monte Vista Avenue, and the addition of various turn lanes as shown in Attachment A, (“PROJECT”); and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 6, 2013; and

- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and
- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, and Environmental activities of the PROJECT; and
- F. WHEREAS, should the PROJECT proceed beyond PA/ED phase, a new cooperative Agreement or an amendment to this agreement will be required; and
- G. WHEREAS, the Interstate 10 (I-10) Corridor Project is considering two build alternatives including (1) an express lane alternative, where the existing HOV lane would be combined with an additional I-10 lane widening to implement a total of two Express Lanes in each direction and (2) a high-occupancy vehicle (HOV) alternative that would not include any work at the I-10 Monte Vista Avenue Interchange; and
- H. WHEREAS, the Interstate 10 (I-10) Corridor Project express lane alternative requires additional interchange work at Monte Vista Avenue to accommodate the I-10 project improvements including modifications to the existing eastbound and westbound on- and off-ramps and the Monte Vista Avenue Bridge Undercrossing as described in Attachment A and shown in Attachment B; and
- I. WHEREAS, the I-10 Corridor Project has included preliminary engineering and environmental studies related with the Monte Vista Avenue Interchange improvements concurrently and is scheduled to have the preferred alternative selected in Summer 2016, and obtain environmental clearance in late 2017; and
- J. WHEREAS, if the express lane alternative is selected as the preferred alternative for the I-10 Corridor Project, planned improvements for this alternative include modifications to the existing eastbound and westbound on- and off-ramps and reconstruction of the Monte Vista Avenue Bridge Undercrossing as further described in Attachment A and shown in Attachment B; and
- K. WHEREAS, if the high occupancy vehicle (HOV) alternative is selected as the preferred alternative for the I-10 Corridor Project, a new separate Monte Vista Interchange environmental document for the "PROJECT" would need to be prepared and an amendment to this agreement revising the total cost for the PA/ED phase will be required; and
- L. WHEREAS, the PA/ED phase is extremely difficult to ascertain and determine the actual cost since the interchange studies are being completed concurrently with the I-10 Corridor Project; and
- M. WHEREAS, due to this difficulty, the total cost for the PA/ED phase is estimated to be \$883,600 based on a typical standard practice of estimated PA/ED to be four percent (4%) of the current estimated construction cost of \$22,090,000; and this is to be a shared cost funded

with 24.1% Development Share funds and 75.9% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan; and

- N. WHEREAS, the CITY desires the AUTHORITY to provide project management services for the PA/ED phase, estimated at \$100,000; which is to be a shared cost funded with 24.1% Development Share funds (CITY responsibility) and 75.9% Public Share funds (AUTHORITY responsibility), as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan in accordance with AUTHORITY Policy 40005/VFI-33; and
- O. NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

- A. To be lead agency on Project Management, PA/ED work and to diligently undertake and complete the PA/ED work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. To contribute towards the PA/ED phase of the PROJECT costs a lump sum of \$670,652 and a lump sum of \$75,900 for SANBAG management for a total amount of \$746,552 as shown in Attachment A.
- C. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- D. To provide CITY an opportunity to review and comment on the Planning and Environmental project documents.

IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse AUTHORITY, following the PA/ED phase, a lump sum of \$212,948 towards the PA/ED phase of the PROJECT cost and a lump sum of \$24,100 for SANBAG management for a total amount of \$237,048 as shown in Attachment A. This reimbursement shall be paid to AUTHORITY according to the following payment schedule: 50% of total amount paid within 60 days of execution of this Agreement, remaining 50% within 60 days of the Record of Decision following PA/ED approval.
- B. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.

- C. To complete review and provide comments on the PA/ED documents within one month of receiving the review request from AUTHORITY.
- D. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

V. **MUTUAL RESPONSIBILITIES**

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event that federal funds are used in the PA/ED phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, repayment it shall be the responsibility of the PARTY that determines it is unable to move forward with the PROJECT. If it is mutually decided that the project will not move forward then repayment of any federal funds used for Public Share will be the responsibility of the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.
- C. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- D. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
- E. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

- F. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.
- G. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.
- H. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of: a) the date on which this Agreement terminates; or b) the date on which such book or record was created.
- I. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- J. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- K. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- L. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- M. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- N. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective upon the date executed by AUTHORITY.
- O. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: Michael C. Hudson
Public Works Director (City Engineer)
5111 Benito Street
Montclair, CA 91763-2808
Telephone: (909) 625-9441

P. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

Q. Attachments A and B are attached to and incorporated into this Agreement by this reference.

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 151001291
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF MONTCLAIR**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF MONTCLAIR

By: _____
Ryan McEachron
President, Board of Directors

By: _____
Paul M. Eaton
Mayor, City of Montclair

Date: _____

Date: _____

APPROVED AS TO FORM

ATTEST:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Andrea M. Phillips
Deputy City Clerk

By: _____
Jeffery Hill
Procurement Manager

APPROVED AS TO FORM:

By: _____
Diane E. Robbins
City Attorney

Attachment A

PROJECT DESCRIPTION

The CITY of Montclair and AUTHORITY propose to widen the existing eastbound and westbound on- and off-ramps, Monte Vista Avenue, Palo Verde Street and reconstruct the existing Interstate 10 (I-10) Monte Vista Avenue Bridge undercrossing as shown in the concept plan (Attachment B). The Planning and Environmental work is included as part of the Interstate 10 (I-10) Corridor Project. The estimate for full construction and project delivery is approximately \$37 million.

PROJECT FUNDING TABLE

Public Share: 75.9%

Nexus Development Impact Fee Share (DIF, “Development Share” or “Local Share”): 24.1%

Phase	Estimated Cost ¹	Shares per Nexus Study		Actual Contribution ²	
		Public Share	Development Share	Public Share	Development Share
Project Report and Environmental Approval	\$883,600	\$670,652	\$212,948	\$670,652	\$212,948
AUTHORITY Oversight ³	\$100,000	\$75,900	\$24,100	\$75,900	\$24,100
Total	\$983,600	\$746,552	\$237,048	\$746,552	\$237,048

¹Estimated Costs are based on May 2015 estimates.

²AUTHORITY and CITY agree to pay the lump sum costs in accordance with this cooperative agreement.

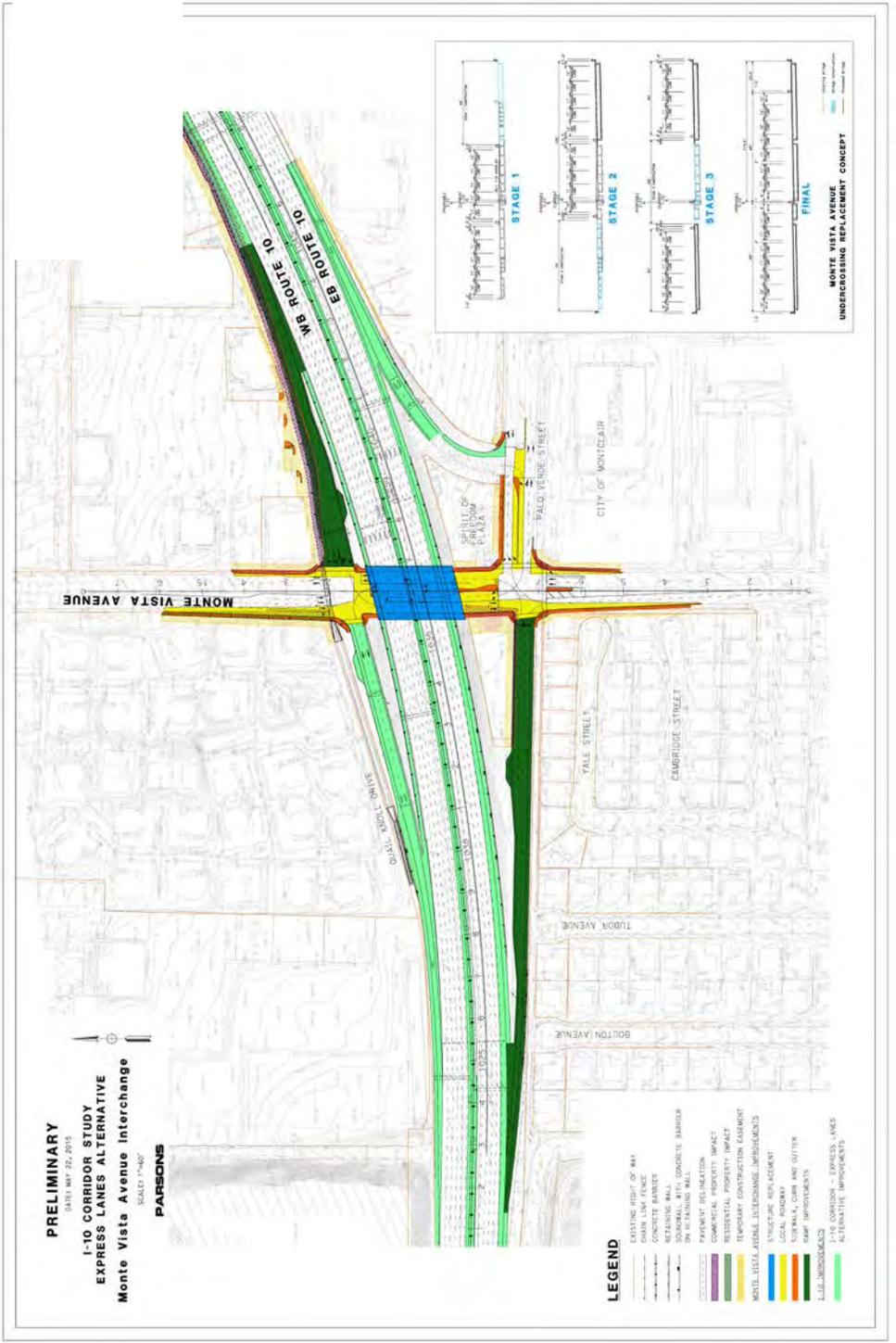
³ In accordance with Measure I Strategic Plan Policy 40005/VFI-33 AUTHORITY Oversight costs are to be distributed per the Public and DIF shares established in the Nexus Study.

PROJECT SCHEDULE

Currently the I-10 Monte Vista Interchange schedule is similar to the I-10 Corridor delivery schedule as shown here below with approximately milestones:

Milestones	Estimated Completion Date
Environmental Approval	Winter 2017
Plans, Specifications & Estimate (PSE)	Winter 2018
Right of Way (ROW)	Winter 2018
Construction Start	Spring 2019
Completion for Beneficial Use	Winter 2021

Attachment B CONCEPTUAL LAYOUT



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-81 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO PROVIDE A LICENSED CLINICAL SOCIAL WORKER FOR THE CASE MANAGEMENT PROGRAM	DATE: September 8, 2015
	SECTION: AGREEMENTS
	ITEM NO.: 4
	FILE I.D.: HSV044/SCH500
	DEPT.: HUMAN SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 15-81 with the Ontario-Montclair School District (OMSD) to continue the services of a Licensed Clinical Social Worker (LCSW) for the Montclair Community Collaborative's case management program.

A copy of proposed Agreement No. 15-81 with OMSD is attached for the City Council's review and consideration.

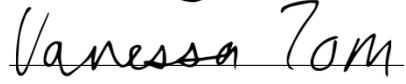
BACKGROUND: In December 1999, the City Council approved Agreement No. 99-108 with OMSD to provide LCSW services for the Montclair Community Collaborative's case management program. This original contract was designed as a partnership between the City of Montclair and OMSD whereby each agency contributes 50 percent of the salary and benefits for the LCSW position.

The LCSW position works with other service delivery providers to intervene and assist at-risk children and adults in the Montclair community. Through the case management system and coordination of services with other professionals including Police and Code Enforcement Officers, child or adult protective services, community-based organizations, and mental health professionals, there is a higher level of effectiveness and less duplication of services.

The term of proposed Agreement No. 15-81 is July 1, 2015, through June 30, 2016.

FISCAL IMPACT: The City's contractual obligation for the LCSW position would be \$4,178 per month. Should the City Council approve proposed Agreement No. 15-81 the funding has already been allocated in the Human Services Department Fiscal Year 2015-16 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 15-81 with OMSD to provide a Licensed Clinical Social Worker for the case management program.

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

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

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 8th day of September 2015 by and between the City of Montclair, hereinafter referred to as the “**CITY**,” and the Ontario–Montclair School District, hereinafter referred to as the “**CONSULTANT**.”

1. Services To Be Performed by Consultant.

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

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

(c) **CONSULTANT** 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 **CONSULTANT's** agent or employees. **CONSULTANT** 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, **CONSULTANT**, 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.

(d) If **CONSULTANT** is a regular employee of a public entity, all services which **CONSULTANT** renders under this Agreement will be performed at times other than **CONSULTANT's** regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. Compensation.

(a) Except as otherwise provided in the Agreement, **CITY** agrees to compensate **CONSULTANT** for services rendered under the Agreement in the total amount of \$4,178 per month.

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

(c) **CONSULTANT** will invoice **CITY** for each month of service through the contract term.

(d) **CITY** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide **CONSULTANT** with a statement of earnings at the end of each calendar year. **CONSULTANT** 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 from July 1, 2015 through June 30, 2016, unless sooner terminated, pursuant to the provisions of Section 6 of this Agreement. **CITY** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **CITY** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **CITY** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant.

(a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in the attached "Description of Services" to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT's** sole discretion, sees fit.

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

(c) **CONSULTANT** shall defend, indemnify and hold **CITY** and its Council Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **CONSULTANT**, its officers, employees, agents or staff.

(d) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **CONSULTANT** without the prior written consent of **CITY**.

5. Obligations of City.

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

(b) **CITY** shall defend, indemnify and hold **CONSULTANT** and its Board Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **CITY**, its officers, employees, agents or staff.

6. Termination of Agreement.

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

(b) Should **CONSULTANT** 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 **CONSULTANT**.

(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 **CONSULTANT's** services hereunder by giving written notification to **CONSULTANT** of its intention to terminate.

(d) In the event that **CITY** terminates this Agreement under paragraph (b) or (c) of this Section, **CONSULTANT** shall only be paid for those services rendered to the date of termination. All cash deposits made by **CITY** to **CONSULTANT**, if any, shall be refundable to **CITY** in full 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 **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) **CITY** and **CONSULTANT** mutually agree that for copyright purposes, any written material or any copyrightable work of any nature created by **CONSULTANT** pursuant to this Agreement shall be owned by **CONSULTANT** and shall not be considered a "work made for hire" as such term is defined in Title 17 of the United States Code, Section 101, and that **CITY** shall own all of the rights comprised in the copyright of said written material or copyrightable work.

(c) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any matter 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 are not embodied herein, and that no other agreement, statement or promises 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; and
3. Changes as required by law.

(d) 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.

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

(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records and files of **CITY**, **CONSULTANT**, 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. **CONSULTANT** shall preserve and cause to be preserved such books, records and files for the audit period.

(g) 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”

By:

Signature

Paul M. Eaton
Printed Name

Mayor
Title

ATTEST:

Andrea Phillips
Deputy City Clerk

Date: _____

Date of City Council's Approval:

“CONSULTANT”

By:

Signature

Phil Hillman
Printed Name

Chief Business Officer
Title

950 West “D” Street
Address

Ontario CA 91762
City State Zip

(909) 445-2500
Telephone Number

Date: _____

END OF AGREEMENT FOR CONSULTANT SERVICES

Description of Services

Services to be initiated through the attached agreement will be performed through the case management portion of the Montclair Community Collaborative, a partnership between the City of Montclair, Ontario–Montclair School District, and other community partners. The following description of services specify the scope of work for a contracted “Case Manager” which include:

- 1) Serve as coordinator of the case management system by working with City staff from all departments. Primary City interactions will occur through the Human Services Department.
- 2) Follow all protocol, mandates, and confidentiality laws while providing case management services and receiving referrals through designated City of Montclair staff.
- 3) Work with school district, County, and other service providers to implement case management services.
- 4) Process assessment and intakes for referred individuals and gather necessary information from referring City staff, school, family members, and other service providers as needed. Maintain appropriate records.
- 5) Provide triage for counseling services as needed.
- 6) Oversee the extension of services through the supervision of LCSW, MFCC, and/or MSW interns. Interns will provide allied case management services.
- 7) Provision of services will occur through the City of Montclair Human Services Department as needed.
- 8) Monthly service delivery meetings will occur between the Case Manager and the City’s Human Services Director.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-82 WITH MIG, INC., FOR THE CONCEPTUAL DESIGN OF STREETScape AND INFRASTRUCTURE DESIGN FOR NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN PROJECT	DATE: September 8, 2015
	SECTION: AGREEMENTS
	ITEM NO.: 5
	FILE I.D.: RDA560
CONSIDER APPROPRIATING \$250,000 FROM TAX EXEMPT TAX ALLOCATION BOND PROCEEDS	DEPT.: PUBLIC WORKS
CONSIDER AUTHORIZING A DESIGN CONTINGENCY OF \$25,000 FOR ADDITIONAL DESIGN AS MAY BE DETERMINED NECESSARY BY THE CITY MANAGER	

REASON FOR CONSIDERATION: On February 16, 2015, the City issued its request for proposals for engineering services required for the development of conceptual plans for streetscape and infrastructure design for the North Montclair Downtown Specific Plan area. After reviewing the five proposals received, staff selected MIG, Inc., for the required work and negotiated a scope of services and fee for the required work. Agreement No. 15-82 with MIG, Inc., requires City Council approval in order to proceed with the work.

A copy of proposed Agreement No. 15-82 with MIG, Inc. is attached for the City Council's review and consideration.

BACKGROUND: In 2005, the City began work on the development of a specific plan for an area that came to be known as North Montclair Downtown. The North Montclair Downtown Specific Plan is a major land-use plan prepared by Moule & Polyzoides Architects and Urbanists in concert with City staff to provide master planning services on approximately 150 acres in North Montclair.

The adopted land use plan creates the framework for new development opportunities for a mixed-use, transit-oriented district between the Montclair Transcenter, which is currently a stop on Metrolink's San Bernardino line and will eventually be the easterly terminus of the Foothill Gold Line light rail, and the Montclair Plaza regional shopping center.

The Plan envisions a walkable, vibrant Town Center that includes multiple uses and activities that take advantage of the major transit amenities. The Plan would implement a transit oriented, mixed-use development that links land use and transit as mutually supportive through a unified approach to development. The Plan's goal is to establish livable neighborhoods based upon the concept of traditional town centers by

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

creating mixed-density housing types (townhouses, condominiums, apartments, live/work lofts, and courtyard housing) above retail and office space. The Plan was adopted by the City Council on May 15, 2006.

Due to the Great Recession, no development in the North Montclair area occurred immediately after the plan was adopted. However, as the economy gradually recovered, the City saw much interest in North Montclair, with one development, the Paseos, already completed, a second development, Arrow Station, now under construction, and several other projects in the planning stages.

It became apparent after the adoption of the Plan that a conceptual design framework was required to address some of the major existing and proposed infrastructure. For example, Arrow Highway is potentially the heart of the North Montclair Downtown Specific Plan, yet it is a four-lane arterial and extremely lacking in pedestrian friendly amenities. The Plan calls for it to remain four lanes but be narrowed with periodic pedestrian crossings. A median is also proposed, but without any specificity.

Recognizing the need for a more complete conceptual plan, including median widths, lane widths, traffic signal locations, parkways, sidewalks, etc., the City requested proposals from several engineering consultants. In response to the City's request for proposals, five firms responded. After reviewing all the proposals, the City's evaluation committee, consisting of Deputy City Manager, Public Works Director, Community Development Director, and Economic Development Coordinator, determined MIG, Inc., to be the best qualified consultant for the required work.

FISCAL IMPACT: Staff has negotiated a scope of services and fee for the required work. The fee is \$225,000. Funding is requested from Tax Exempt Tax Allocation Bond Proceeds. It is possible that as design and planning proceed, additional work may be determined necessary by the City Manager. A design contingency of \$25,000 is also part of the recommended action.

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

1. Approve Agreement No. 15-82 with MIG, Inc., for the Conceptual Design of Streetscape and Infrastructure Design for North Montclair Downtown Specific Plan Project.
2. Appropriate \$250,000 from Tax Exempt Tax Allocation Bond Proceeds.
3. Authorize a design contingency of \$25,000 for additional design as may be determined necessary by City Manager.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

**NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN
STREETSCAPE AND INFRASTRUCTURE DESIGN PROJECT**

THIS AGREEMENT is made and effective as of October 1, 2015, between the City of Montclair, a municipal corporation ("City") and MIG, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on October 1, 2015, and shall remain and continue in effect for a period of 24 months until tasks described herein are completed, but in no event later than December 31, 2017, unless sooner terminated pursuant to the provisions of this Agreement.

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 as set forth in Exhibit C over the study area shown in Exhibit D.

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 6 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed

\$225,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, 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 6(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City 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.

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

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

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

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

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability and automobile policies shall contain or be endorsed to contain a provision including the Indemnified Parties as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law. Additional Insured Endorsements shall not:

- (1) Exclude "Contractual Liability"
- (2) Restrict coverage to the "Sole" liability of Consultant
- (3) Exclude "Third-Party-Over Actions"
- (4) Contain any other exclusion contrary to the Contract

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

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person

having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area 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: Michael C. Hudson
City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Consultant: Jim Pickel
Principal
MIG, Inc.
109 W. Union Ave.
Fullerton, CA 92832

17. ASSIGNMENT

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

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. CONTENTS OF REQUEST FOR PROPOSALS

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

22. 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.

23. 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.

24. EFFECT OF PARTIAL INVALIDITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement and any application of the terms shall remain valid and enforceable under this Agreement or California law.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CITY OF MONTCLAIR

CONSULTANT

By: _____
Paul M. Eaton
Mayor

By: _____
(Title)

Attest:

By: _____
Andrea Phillips
Deputy City Clerk

By: _____
(Title)

Approved as to Form:

By: _____
Diane E. Robbins
City Attorney

EXHIBIT A **SCOPE OF SERVICES**



MOORE IACOFANO GOLTSMAN, INC.

CITY OF MONTCLAIR STREETSCAPE AND INFRASTRUCTURE DESIGN PROJECT NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN

August 13, 2015

The MIG team’s approach addresses streetscape and infrastructure improvements which include the preparation of design solutions and an implementation plan for streetscapes, bicycle, pedestrian walkways and infrastructure improvements within the North Montclair Downtown Specific Plan Area which is guided by design principles for Transit Oriented Development. The proposed streetscape, pedestrian, bicycle and infrastructure project improvements which will be located along portions of Arrow Highway, Fremont Avenue, Moreno Street, Richton Street, Monte Vista Avenue and Central Avenue as identified in the City’s RFP Aerial Map Exhibit. These proposed streetscape, bicycle, pedestrian and infrastructure improvements will create linkages and pedestrian friendly access to the Montclair Transcenter. These proposed design solutions are meant to expand the City’s regional access to regional transportation centers. As part of the design process, the MIG team will prepare a topographic survey map of the project area, review the current conditions within and adjacent the Specific Area, utilize the recommendations within the North Montclair Downtown Specific Plan, meet with City staff on a regular basis and develop two (2) conceptual design solutions for each of the project area streetscapes, present the alternative site designs to the City staff and stakeholders for review, input, and refinement. Based on the City staff and stakeholder comments and input, the team will prepare one (1) preferred preliminary site plans and supplemental design exhibits for presentation to the City and, if requested by City staff, the City Council.

SCOPE OF SERVICES

The proposed scope of services represents our understanding of the required services at this time. We look forward to reviewing the scope of services in detail with the City to ensure that the work plan matches the needs and expectations of Montclair while meeting the City’s vision for primary image corridors, creation of streetscape corridors, design language identified in the North Montclair Downtown Specific Plan and adherence to the City’s budget.

PHASE 1: PROJECT SETUP

1.1 – Scope and Budget Finalization

Prior to the kick-off meeting, the MIG team will work with Montclair City staff to refine a scope of services, project milestones and schedule and budget that reflects the detailed outcomes desired by the City and the community. The proposed scope of services presented here is a flexible one and we wish to work with Montclair to provide a work plan that is truly customized.

1.2 – Initial Data Collection and Background – Document Review

To become conversant in the project, the MIG team will review relevant plans, documents and site plans that impact the Study Area, both local and regional. This initial assessment will focus on briefing the team on the most important baseline information and overarching plan concepts that will help frame the project.

1.3 – Client and Feedback Structures

We also recommend the formation of a Technical Advisory Committee (TAC) and Citizen Advisory Committee (CAC) or Steering Committee who will participate in regular strategy sessions throughout the project. Some of these CAC and TAC meetings will be combined sessions where both committees meet together. The CAC will include community members and downtown stakeholders who can help define the project goals and alternatives as the design solutions and plans takes shape; the Technical Advisory

Committee will consist primarily of City staff and City Departments who will help make sure the project is not only visionary, but achievable and tailored to downtown’s specific conditions, constraints, and opportunities.

Deliverables:

- Project Scope and Budget Meeting handout materials`
- Final Scope of Services and Budget, if modified

Meetings:

- One (1)Scope and Budget meeting and regularly scheduled teleconference calls

PHASE 2: KICK-OFF AND PROJECT DEVELOPMENT

Establishing a shared vision and goals with significant stakeholder buy-in is critical to establishing a framework for the streetscape design plans. The larger goals of North Downtown Specific Plan need to lead the way for decisions about streetscapes, pedestrian walkways, street furnishings, bicycle lanes, traffic calming and street design. Each street serves a larger purpose, which includes connecting people and destinations, but also includes becoming part of the high quality public realm that makes downtown more livable and sustainable. From previous City planning efforts, we already know that our plan needs to help predict certain desirable outcomes, like access to the Montclair Transcenter, more people living in downtown, more retail growth, creating a unique brand, pedestrian scale, safety, increasing tree canopy, walkability, and more. The project development phase will help set all those goals for this project.

2.1 – Kick-Off Meeting and Tour

The MIG team will lead a project kick-off meeting with the Client Team to gather project data and information; finalize protocols and communications; discuss the community outreach strategy; and outline overall expectations and desired project outcomes. The Client/MIG Team will tour the Study Area and adjacent districts to help the team understand the challenges and opportunities related to planning and design parameters, connections to the surrounding downtown and neighborhood fabric, mobility enhancement options, character precedents, economic development, open space connectivity, and the like. MIG will provide a brief set of meeting notes following the session.

2.2 – Combined Community Advisory/Technical Advisory Committee (“CAC/TAC”) Meeting

This initial meeting will focus on orienting the combined committees to the project process and products; identifying major goals and desired outcomes for the Project; and outlining key assets, challenges and opportunities for the study area. The meeting will reinforce the recommendations of the Downtown Specific Plan so the committee members can then stand behind design recommendations and advocate for and work toward future change. The meeting will also address place-making aspects of downtown which will enable a fruitful discussion that leads to more detailed discussion of:

- Signature places and streets that need unique treatments;
- Transportation policies that support the place vision;
- The unique characteristics and cultural qualities to build into the urban form that will keep downtown a special environment; and
- The brainstorming of a potential street typology that guides the project.

The language of this meeting will stay suitably goal oriented, leading from common goals of improving the public environment, and through it the economy, public health, and the livability of the city.

2.3 – Aerial Photograph/Topographic Survey Data

The team’s civil engineer will have aerial topography mapping prepared for the project site, including 100’ outside the edge of right-of-way. Horizontal and vertical control will be set for the aerial photo acquisition and photogrammetric compilation. Planimetric and topographic maps will be prepared from the aerial survey and field verified (for quality control). This map will be compiled at a scale of 1” = 40’ with a 2-foot contour interval and spot elevations meeting National Map Accuracy Standards for large-scale mapping. Select

planimetric features that may be critical to “join” such as the sidewalks or edge of pavement may be surveyed for location and elevation. A final topographic/planimetric map will be delivered to the City in a layered AutoCAD 2012 file format compatible with ArcGIS software.

2.4 – Prepare Base Map

Using the design team’s aerial map, topographic survey, and other relevant site data, the MIG team will prepare a base map for the project area. The base map will be used to prepare the alternative conceptual design solutions and preferred design solution.

Deliverables:

- Project Kick–Off Meeting handout materials
- One (1) digital file of the topographic survey map
- One digital file of the base map
- Monthly Progress Reports (one electronic copy per month)

Meetings:

- One (1) Kick–Off Meeting and regularly scheduled teleconference calls
- One (1) Committee, City staff and Stakeholder Input meeting

PHASE 3: CURRENT CONDITIONS ANALYSIS

The existing conditions of project area must be studied to properly determine what issues need solving and what opportunities should be leveraged. We propose a nimble but innovative evaluation phase that builds off MIG’s unique grasp of what makes City streetscapes walkable and pedestrian friendly. Building off of the Specific Plan and data provided by the City and further fleshed out by field observations, the team proposes the following approach to this Phase.

3.1 – Site Analysis – Assess Physical Condition of Amenities and Materials

A thorough assessment of the physical conditions of the project area will be made. The MIG Team will evaluate and photo–document the hardscape elements such as pavement, site amenities and lighting. We will look at materials, pavement condition, age and condition of site amenities as well as suitability and aesthetics. We will assess the general location and condition of the trees within the project area taking note where plantings are languishing or non–existent because of location, abuse, environmental conditions, or other reasons. The site reconnaissance will also include looking at adjacent conditions and area context, locations of above ground utilities, streets, pedestrian access, and lines of sight.

3.2 – Assess Condition of Utilities in the Project Area

Any future improvements to the streetscape environment must include an understanding of the underground infrastructure conditions, needs, and opportunities. The MIG Team will use existing infrastructure data and interviews with city staff to understand how various street improvements may impact existing or planned utilities. The MIG team will look for opportunities to minimize impacts to existing utilities as well as methods and means to improve utilities with the proposed streetscape improvements.

3.3 – Existing Policy and Planning Context

In addition to the Downtown Specific Plan, the MIG team will conduct a review of all existing planning efforts and policies influencing growth, transportation, recruitment, and environmental concerns within the study area. The purpose will be to understand what already is in motion as well as the forces that influence the location and form of development, including the Downtown Specific Plan, existing plans, policies, and regulations. The MIG team will prepare a summary memo that assesses the direction of the project area. The memo will provide sufficient information to facilitate development of the plan recommendations.

3.4 – Presentation of Findings and Preliminary Framework

Based on the above studies, the MIG team will present findings and a preliminary direction for the walkable street network and key opportunities to address in the Streetscape and Infrastructure design solutions. These

finding will be presented to the City staff and to a CAC/TAC meeting for feedback and additional brainstorming on the design solutions.

PHASE 4 – CONCEPTUAL DESIGN ALTERNATIVES AND RECOMMENDATIONS

In the recommendations stage, we will then apply the full weight of our knowledge of creating conceptual design solutions for the project area streets, pedestrian walkways, bicycle lanes, and infrastructure that are friendly and inviting and support access and links from the Montclair Plaza to local retail environment and the Montclair Transcenter. Our recommendations will be based on our vision and analysis, and on decades of research combined with practice. We know, for example, that wider sidewalks and the right land use regulations are only a starting point, and that we also need to improve key destinations at catalytic locations. We know that to get people to walking we need to provide a breadcrumb trail made up of destinations large and small and a richness streetscape. We know that children and the elderly are often left out of the equation or in the margins– how do we create great streets with places that accommodate them? How do we create streetscapes and pedestrian walkways that are easy to cross for a 90–year old, or someone who is “differently abled?” We can actually design streets for these positive outcomes, and put this knowledge to use with community and project area stakeholders.

4.1 – Draft Conceptual Design Development

The draft streetscape and infrastructure design solutions will include two (2) alternative design solutions for the streetscape and infrastructure improvements within the project area and will consist of the following elements:

4.1.1 – A Walkable Street Network Map

MIG will make recommendations on pedestrian network improvements and safety, and provide accommodations for the bicycle travel and parking, especially as it serves the transit linkage and retail environment located in or adjacent the project area. We will address the pedestrian/traffic conflicts and pedestrian accessibility to support ongoing efforts to make the project area a more inviting user friendly environment. This network will be organized along the lines of how to energize and connect open space, retail, plaza areas, meeting and social areas existing, parking, and proposed bicycle routes within and adjacent to the project area using a three tiered approach of primary, secondary and tertiary routes.

4.1.2 – Recommendations for Improving Key Destinations through Public Realm Improvements

As the streetscape interacts with destinations, there is an opportunity to use our team’s placemaking expertise to offer advice for how the streetscape, motorized and non–motorized traffic improvements can enhance places on broader terms. This place–based approach is fundamental to our team approach and how we see success in design and implementation.

4.1.3 – A Contextual Streetscape Design Guide

The streetscape design guide will assist in making design decisions in a strategic fashion. The design guide will assign priorities based on travel and pedestrian realm considerations, as well as other elements the City deems valuable. Elements of the guide include:

- Strategic priorities tool, which helps choose the most important strategies and elements to use in different situations and on different streets throughout the project area. This will be a bridge between the high level goals of the Downtown Specific Plan and the design criteria used on each street.
- A matrix of design criteria (lane widths, paved shoulders, parking, sidewalk widths, retail plazas, social and gathering areas, bike facilities, street trees, green buffers, storm water planters, etc. that provides recommended facilities and dimensions to all street types.
- Integrated streetscape design elements and public street improvements that work cohesively with future mixed–use developments.

4.1.4 – Opportunities for Public Art

We will specify locations across the project area that would perform especially well for public art. We have seen in many cities how public art can be placed with no strategy and the result is that the positive effects that art can bring are sometimes minimized. MIG has worked extensively with public art programs and together with our Placemaking experience we can provide a very effective backbone for an art program by specifying where art will be most catalytic.

4.1.5 – Opinion of Probable Construction Costs

One of the most important considerations in the design solution process is the preliminary opinions of probable construction costs and the cost to maintain the project. This analysis of maintenance costs is a crucial step in considering streetscape design elements; once the team has agreed on the best package of amenities, we will then create a regime for maintenance and cost schedule so that the improvements survive long into the project area's renaissance.

Plant materials and maintenance programs will be recommended with careful attention to the capacity of City's maintenance crew, hardiness and drought tolerance/California Friendly Plant Materials, visual interest to help transform places, clearance zones for trees, and opportunities to treat storm water through storm water planters and rain gardens. MIG was one of the first firms in the country to implement sustainable storm water management systems through green streets and storm water. Conceptual level illustrations of planting areas that support the overall streetscape design concept solutions will be provided along with a typical plant palette.

4.2 – Present Alternative Design Concepts to City Staff

The MIG team will present the two (2) alternative conceptual project design solutions, with design supplemental design exhibits including sketches, cross-sections, enlargements and photo imagery, to the City staff for review and input. The alternative conceptual design solutions will include opinions of probable construction costs for each alternative design solution.

4.3 – Present Alternative Design Concepts to CAC and TAC

Based on City staff input and direction, the MIG team will refined the conceptual designs and present the two (2) alternative conceptual design solutions, with supplemental design exhibits, to the CAC and TAC during one meeting. The conceptual site master plans will include supplemental design exhibits which include enlargements, cross-sections and design imagery of the proposed improvements. The alternative conceptual site plans will include opinions of probable construction costs for each alternative design solution. In addition, maintenance and construction cost estimates will also be discussed.

Deliverables:

- Three (3) sets of the alternative conceptual site master plans
- PDF files for each refined alternative site plan
- Board Mounted and rendered (colored) alternative site plan for presentation
- Three (3) sets of supplemental design exhibits
- Three (3) hard copies of opinions of probable construction costs

Meetings:

- One (1) presentation to City staff
- One (1) presentation to the CAC and TAC Committees

PHASE 5 – SELECTION OF PREFERRED MASTER PLAN

5.1 Develop Final Preferred Conceptual Streetscape Design Solution

Based on input, comments and direction from the CAC and TAC and City staff, the MIG team will prepare one (1) preferred conceptual master plan for the for the project area within the North Montclair Downtown Specific Plan Area. The conceptual streetscape and infrastructure design master plan will include

supplemental design exhibits which include enlargements, photographs and design imagery, and cross-sections of the proposed improvements.

5.2 – Preliminary Opinions of Probable Construction Costs

The preferred conceptual design master plan will include a preliminary opinion of probable construction cost estimate. The opinion of probable construction costs will include maintenance costs.

5.3 – City Staff Meeting

MIG will present the preferred conceptual streetscape and infrastructure design master plan for the project area including supplemental design exhibits and opinions of probable construction costs to the City staff for review and input.

5.4 – CAC and TAC Meeting

MIG will present the preferred conceptual streetscape and infrastructure design master plan for the project area, supplemental design exhibits and opinion of probable construction costs to the CAC and TAC committees.

5.5 – Design Report

The MIG team will submit a Final Design Report with the final preferred streetscape and infrastructure design master plan solutions (rendered), supplemental design exhibits, and preliminary opinions of probable construction costs. The Final Design Report will be prepared in an 8 ½ “x 11” format as a bound document and submitted to City staff. All drawings will be included in the Final Design Report as 11” x 17” formatted design exhibits.

Deliverables:

- Three (3) sets of the preferred conceptual design master plans
- PDF files of the preferred conceptual design master plans
- Three (3) hardcopies of the Final Design Report
- Three (3) sets of supplemental design exhibits
- Three (3) hard copies of opinions of probable construction costs

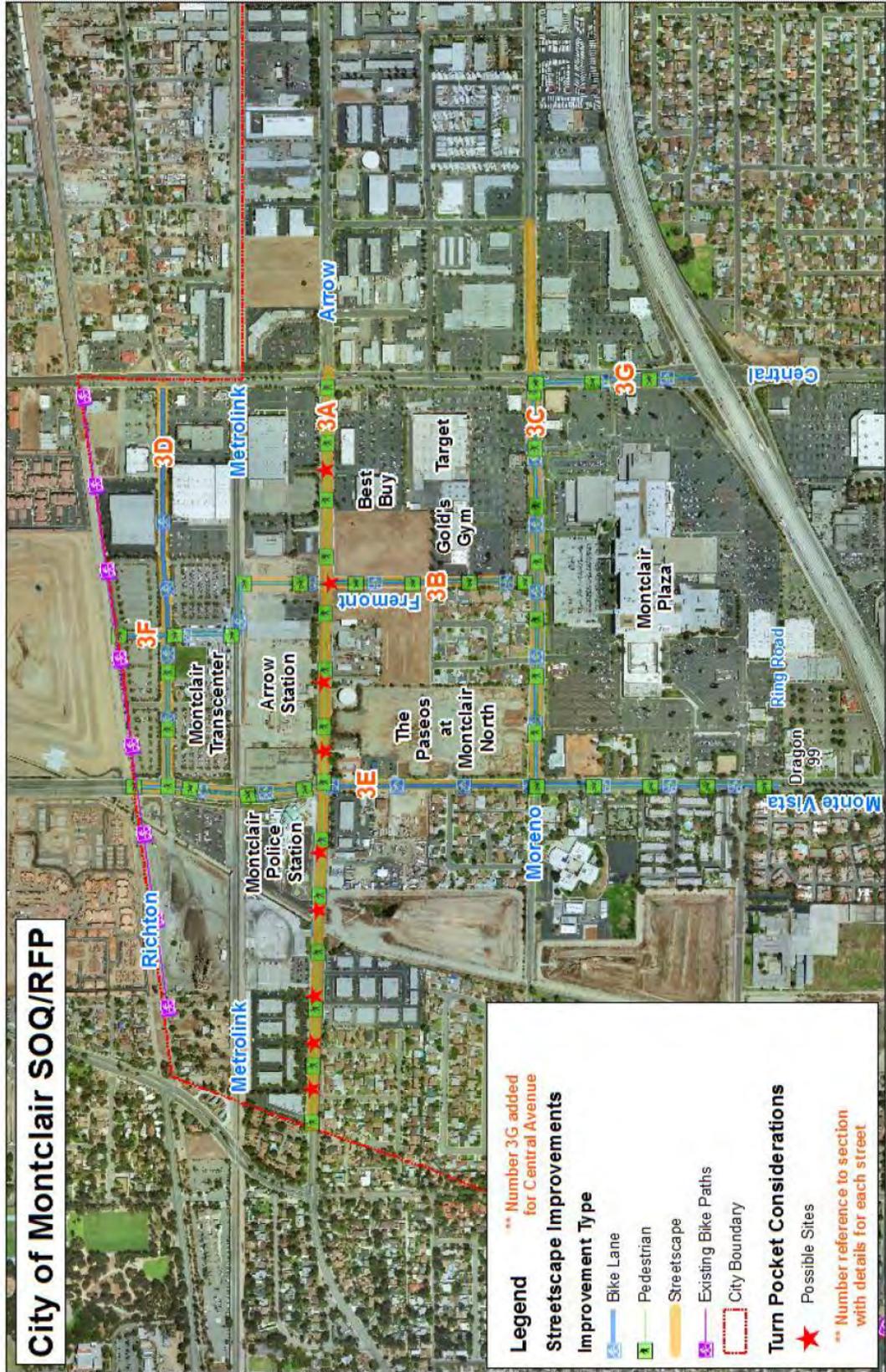
Meetings:

- Two (2) presentations to City staff
- Two (2) presentations to the CAC and TAC

EXHIBIT C
SCHEDULE

To be developed as part of Phase 1 services and inserted later.

EXHIBIT D STUDY AREA



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-83 WITH THE HOPE THROUGH HOUSING FOUNDATION TO PROVIDE AN AFTER-SCHOOL PROGRAM AT SAN ANTONIO VISTA AND VISTA DEL CIELO APARTMENTS	DATE: September 8, 2015 SECTION: AGREEMENTS ITEM NO.: 6 FILE I.D.: HSV030 DEPT.: HUMAN SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider accepting funds from the Hope Through Housing Foundation to provide an After-School Program (ASP) at the San Antonio Vista Apartments Community Center and Vista Del Cielo Apartments.

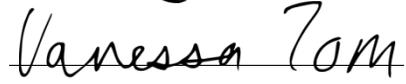
A copy of proposed Agreement No. 15-83 is attached for the City Council's review and consideration.

BACKGROUND: For more than ten years, the Hope through Housing Foundation, a nonprofit corporation, has offered quality after-school academic and enrichment programs to residents and neighbors of the affordable housing communities of National Community Renaissance of California. These programs are offered at no cost to participants and take place in onsite community centers at National Community Renaissance of California developments, allowing children to come home to a familiar and welcoming environment.

The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, the Ontario-Montclair School District, 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 City of Montclair has provided an After-School Program since 1999 serving the social, emotional, and educational needs of children in the community.

Because of the success of the Montclair Community Collaborative and of the City's current ASP, the Hope Through Housing Foundation has partnered with the City to provide an ASP at the San Antonio Vista Apartments Community Center and Vista Del Cielo Apartments. The ASP will be operated Monday through Thursday afternoons from 3:00 p.m. to 6:00 p.m. Approval of Agreement No. 15-83 would allow the City of Montclair's After-School Program to continue its partnership with the Hope Through Housing Foundation.

The term of Agreement No. 15-83 is September 14, 2015, through May 24, 2016.

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

FISCAL IMPACT: Hope Through Housing Foundation will fund up to \$34,837.39 toward ASP services during the the period 09.14.15 through 05.24.16. An initial payment of \$4,333.81 to the City is due upon signing of the agreement. Thereafter, billing of actual costs up to a not-to-exceed amount of \$4,333.81 is due monthly (within 30 days of each month end). The Fiscal Year 2015-16 Adopted Budget included \$34,670. This agreement funds that amount plus an additional \$167.39 all of which will go toward planned program expenses.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 15-83 with the Hope Through Housing Foundation to continue to provide an After-School Program at the San Antonio Vista Apartments Community Center and Vista Del Cielo Apartments.



**SERVICES/FACILITY AGREEMENT
SAN ANTONIO VISTA APARTMENTS COMMUNITY CENTER**

This Facilities Use Agreement (the “**Agreement**”) is made and entered into this **8th** day of **September** of **2015** by and between **City of Montclair**, a California nonprofit, hereinafter referred to as the **PROVIDER**, and the **Hope Through Housing Foundation** a nonprofit corporation, hereinafter referred to as **HOPE**, with reference to the following recitals of fact:

R E C I T A L S:

- A. **WHEREAS**, **HOPE** is the agency contracted to manage the **SAN ANTONIO VISTA Apartment Community Center** (the **CENTER**) in the affordable housing developments known as **SAN ANTONIO VISTA Apartments and VISTA DEL CIELO Apartments** (the **PROJECTS**).
- B. **WHEREAS**, **HOPE** is able to provide space at the **SAN ANTONIO VISTA Apartment Community Center** (the **CENTER**) and **VISTA DEL CIELO Apartments** for programming available from the **PROVIDER**.
- C. **WHEREAS**, such programming is deemed to be of benefit to the residents of the **SAN ANTONIO VISTA Apartments** and **VISTA DEL CIELO Apartments** Neighborhoods.
- D. **WHEREAS**, the **PROVIDER** desires to provide certain social services, including, without limitation, **after school** services described in **Exhibit A** attached hereto and incorporated herein by this reference (“**PARTNER Activities**”) to residents of the Projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

A G R E E M E N T:

1. PROVIDER

- (a) Commencing on the date hereof, the **PROVIDER** shall provide eight months and two weeks of **SERVICES** at the Property to residents of the Projects and surrounding community pursuant to the terms of this Agreement. For purposes hereof, “**PARTNER Activities**” shall mean all of the services set forth on **Exhibit A** attached hereto, as well as such other services as the **PROVIDER**, or its affiliates, typically provide to participants of their programs.
- (b) To ensure the safety of all participants, the **PROVIDER** agrees to provide staffing to adequately service program attendees.
- (c) It is understood that at a minimum the “**PARTNER**” Program will be operated on **Monday through Thursday from 3-6 p.m.** to facilitate on site program support,

enroll new attendees and answer questions. These hours are subject to change by either party to this agreement based on need or space availability. Request for changes to be done via mail.

- (d) Time Schedules and use of areas or departments will be regulated by the staff of the PROVIDER with the knowledge and consent of the managing personnel of HOPE.
- (e) The minimum and maximum number of individuals to be enrolled in each class/activity is to be co-determined by the PROVIDER and HOPE personnel. The maximum number will be determined by the available seats/space.
- (f) Individuals to be enrolled in the classes shall be admitted to the program by PROVIDER personnel.
- (g) PROVIDER teachers/staff/volunteers will be responsible for all progress reports and evaluation of student/participant performance, if applicable.
- (h) PROVIDER shall obtain a written release of liability from each student/participant participating in the class/services offered by the PROVIDER. In the event the student/participant is a minor, PROVIDER will obtain a permission slip from the parent or guardian. Release of Liability Forms are available from HOPE Staff.
- (i) The PROVIDER will ensure that all staff will be properly trained and arrive on site prepared to run planned program as well as ensure that all onsite personnel are fingerprinted and screened in accordance with the laws of the State of California.

2. Term.

(a) The initial term of this Agreement (the “**Initial Term**”) shall commence on **September 14, 2015** and shall continue until **May 24, 2016**; however, notwithstanding anything to the contrary set forth herein, either HOPE or the PROVIDER may terminate this Agreement at any time, with or without cause, on thirty (30) days prior written notice to the other party hereto. Further, HOPE may terminate the Agreement immediately upon any material breach of the agreement by the PROVIDER. **This agreement may be extended beyond the period by agreement of both parties.**

(b) Upon expiration of the Initial Term, as well as any annual term thereafter, the term of this Agreement shall be re-negotiated and new commencement and termination dates determined.

3. Cost.

(a) The initial cost of programming for the period of **September 14, 2015 to May 24, 2016** will be said amount of **\$34,837.39**. This cost covers staff ing and operating costs as set forth on **Exhibit B**, attached hereto. **Monthly payments are not to exceed \$4,333.81 per month.**

(b) Upon expiration of agreement, programming cost will be re-negotiated with no automatic renewals set in place for said cost agreement.

(c) **Monthly Actual costs** will be invoiced to HOPE thereafter for programming provided **and are not to exceed \$4,333.81 per month**. PROVIDER is responsible for programming costs **not to exceed** total cost of contract amount of **\$34,837.39 for the period of 9/14/15 to 5/24/16**. Any unused portion of contract will be subject to forfeiture by PROVIDER. Payment will be due within **30** days of receipt of invoice.

4. Reporting.

(a) The Provider staff will cooperate with HOPE and NATIONAL COMMUNITY RENAISSANCE staff to collect and compile data for the purposes of community needs assessment and program evaluation.

(b) The Provider will inform HOPE of intent to participate in program evaluation activities initiated by any internal or external organization and will furnish copies of resulting reports and, where possible, data.

(c) The PROVIDER shall prepare and submit to the HOPE management staff, on a monthly basis, a report of services provided for documentation purposes of which said document will be provided by the HOPE management staff.

(d) The PROVIDER shall further provide supporting documentation on a monthly basis of program costs. The documents of support acceptable are but not limited to staff time sheets, receipts for items purchased to support programming on site, mileage sheets, and payroll itemized documents per site staff employee.

5. Permitted Use. The PROVIDER shall use only those portions of the Property designated by HOPE for the "PROVIDER's Program" and for no other use without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. The PROVIDER's use of the Property as provided in this Agreement shall be in accordance with the following terms and conditions:

(a) The PROVIDER shall not do, bring or keep anything in on or about the Property that will cause a cancellation, suspension, or activation of an exclusion of any insurance coverage covering the Property and/or the Project.

(b) The PROVIDER shall strictly comply with all local, state and federal laws, rules and regulations relating to the use of the Property.

(c) The PROVIDER shall not use the Property, or any portion of the Projects, in a manner that will constitute waste, nuisance or unreasonable annoyance to owners, residents or occupants of adjacent properties or buildings, or occupants of the Projects, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Projects.

(d) The PROVIDER shall not do anything at the Property that will cause damage to the Projects. No machinery, apparatus or other appliances shall be used or operated in or on the Property or the Projects that will in any manner injure, vibrate or shake the Projects.

(e) The PROVIDER agrees to maintain the space, site and equipment provided by HOPE in the same condition as provided, and to monitor students/participants adequately to ensure only normal and reasonable wear and tear.

(f) The PROVIDER agrees to assume the cost of repairs to space, site and/or equipment provided by HOPE if abnormal or unreasonable wear and tear results from PROVIDER's use.

6. Alterations. The PROVIDER shall not make any alterations to the Projects and/or the Property without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion.

7. Exculpation and Indemnity.

(a) HOPE shall not be liable to the PROVIDER for any damage to the PROVIDER or the PROVIDER's property from any cause, except such damage that may be caused by the intentional misconduct or gross negligence of HOPE's agents, contractors, employees or invitees (but expressly excluding tenants of the Projects and their respective invitees). Except as specified in the preceding sentence, the PROVIDER waives all claims against HOPE for damages to personal property arising for any reason.

(b) The PROVIDER shall indemnify, defend with counsel acceptable to HOPE, protect and hold HOPE harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from the PROVIDER's use or occupancy of the Property and/or the Projects, or from the conduct of the PROVIDER's business, or from any activity, work or things done, permitted or suffered by the PROVIDER in, on or about the Property or elsewhere, and shall further indemnify, defend, protect and hold harmless HOPE from and against any and all claims, losses, damages, demands, liabilities and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of the PROVIDER to be performed under the terms of this Agreement, or arising from any negligence of the PROVIDER, or any of the PROVIDER's agents, contractors, employees or invitees.

(c) HOPE shall indemnify, defend, protect and hold the PROVIDER harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of HOPE to be performed under the terms of this Agreement, or arising from any negligence of HOPE, or any of HOPE's agents, contractors, employees or invitees.

8. Insurance.

(a) The PROVIDER, at its sole cost and expense, shall maintain and keep in full force and effect, workers' compensation, abuse and molestation, and liability insurance coverage with such carriers and within such limits as set forth in this Agreement and as HOPE shall require. Without limiting the generality of the foregoing, the PROVIDER shall maintain liability insurance in the amount of not less than \$1,000,000 combined single limit. The PROVIDER shall provide HOPE with duplicate originals or appropriate certificates of insurance verifying such coverage and an endorsement acceptable to HOPE before commencing services under this Agreement. The PROVIDER shall name all additional insured as required by HOPE in a separate communication.

(b) All insurance required by this Agreement shall be effective under policies issued by issuers of recognized responsibility, licensed or permitted to do business in the State of California.

(c) No required insurance policy shall be subject to any of the following events: cancellation, reduction in coverage or limits, or non-renewal, except after notice in writing shall have been sent by registered mail addressed to HOPE, not less than thirty (30) days prior to the effective date of such event. The PROVIDER shall, at least thirty (30) days prior to the expiration of any such policy, furnish HOPE with renewals or "binders" thereof or HOPE may order such insurance and charge the cost thereof to the PROVIDER, which amount shall be payable by the PROVIDER upon written demand.

(d) PROVIDER shall require carriers of above-coverage's to waive all rights to subrogation regarding the acts of HOPE and its officers, employees, agents, volunteers, contractors, and sub-contractors. Policies are required to be primary and non-contributory.

(e) HOPE is not liable for any premiums charged for coverage's, even if HOPE (and its employees, agents, officials, and volunteers) are named as additional insured. HOPE and Southern California Housing Development Corporation are not deemed partners or joint ventures with provider in the operation.

(f) In accordance with the State of California compensation laws, the PROVIDER shall maintain workers' compensation and employers' liability insurance for all persons employed by the PROVIDER in performance of services set forth herein. Such workers' compensation insurance shall cover liability within statutory limits for compensation based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the operations by the PROVIDER on the Property. The PROVIDER shall provide HOPE with a certificate verifying such coverage or endorsement acceptable to HOPE before commencing services under this Agreement. Such policy shall require thirty (30) days notice to HOPE in writing prior to cancellation, termination or expiration of any kind.

9. Assignment. The PROVIDER shall not assign its interest in this Agreement without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. Any assignment made without HOPE's consent shall be void. The PROVIDER recognizes and acknowledges that its obligation to provide **SERVICES** under this Agreement is not an ordinary obligation and that HOPE would not enter into this Agreement except in reliance on the PROVIDER's expertise and reputation, HOPE's knowledge of the PROVIDER, and HOPE's understanding that this Agreement is in the nature of an agreement involving personal services. HOPE is relying on the PROVIDER's expertise and prior experience to develop the **SERVICES** at the Projects in accordance with the terms of this Agreement.

10. Subordination. This Agreement is and shall be junior and subordinate to any encumbrance now of record and any encumbrances recorded after the date of this Agreement affecting the Property. If any lender or other entity requires that this Agreement be expressly subordinated to any encumbrance now or in the future, this Agreement shall be subordinated to such encumbrance pursuant to a document which is in form and substance acceptable to HOPE and such lender. The PROVIDER shall execute, acknowledge, if appropriate, and deliver to HOPE or any other party a written agreement required by any lender to accomplish the purposes of this subparagraph.

11. Notices. Any notice or communication that either party desires or is required to give to the other party under this Agreement shall be in writing and either served personally or sent by prepaid first class mail in the United States, or by reputable overnight courier. Any notice or communication that either party desires or is required to give to the other party shall be delivered to the following addresses:

If to HOPE: Hope Through Housing Foundation
 C/o Ruby Foster
 9421Haven Avenue
 Rancho Cucamonga, CA. 91730
 909/483-2444

If to PROVIDER: CITY OF MONTCLAIR
 C/o Laura Floyd-Cole
 5111 Benito Street
 Montclair, CA 91763
 909/625-9458

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated (a) upon delivery, if personally delivered, (b) within forty-eight (48) hours from the time of mailing, if mailed in the United States mail return receipt requested, or (c) within twenty-four (24) hours from the time of mailing, if mailed by overnight courier.

12. Delay and Waiver.

(a) No delay or omission in the exercise of any right or remedy by HOPE upon any default by the PROVIDER shall impair such right or remedy or be construed to be a waiver.

(b) HOPE's consent to or approval of any act by the PROVIDER requiring HOPE's consent or approval shall not be deemed to waive or render unnecessary HOPE's consent to or approval of any subsequent act by the PROVIDER.

13. Sale or Transfer. If the legal owner of the Projects sells or transfers all or any portion of the Property or the Project, HOPE, upon consummation of the sale or transfer, shall be released from any and all liability under this Agreement, including, without limitation, the obligation or liability to pay any further amounts pursuant to any Budget.

14. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the Property, nor shall the PROVIDER or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of individuals served at the Property.

15. Hazardous Materials.

(a) For purposes of this Agreement, "Hazardous Materials" shall mean petroleum, asbestos, flammable explosives, radioactive materials, hazardous wastes, toxic substances and hazardous substances and related materials identified under any federal, state or local law.

(b) The PROVIDER shall not permit or allow the use of any Hazardous Materials in on or under the Property and/or the Projects in connection with any of its activities on the Property and/or the Projects. The PROVIDER shall indemnify, defend, protect and hold harmless HOPE, its employees, officers, partners and agents from and against any and all loss, cost, damage, liability and expense, including, without limitation, reasonable attorneys' fees and costs of investigation, arising as a result of the use, transfer, storage or disposal of any Hazardous Materials in, on or under the Property and/or the Projects by, through or under the PROVIDER, its agents or employees. The PROVIDER's obligations hereunder shall survive the termination of this Agreement.

16. Miscellaneous.

(a) Time of Essence. Time is of the essence of each provision of this Agreement.

(b) Successors. Subject to paragraph 8 above, this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto.

(c) Exhibits. All exhibits referred to in this Agreement are attached to this Agreement and incorporated herein by this reference.

(d) California Law. This Agreement shall be construed in, and interpreted in accordance with, the laws of the State of California.

(e) Integrated Agreement; Modification. This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and cannot be amended or modified except by a written agreement.

(f) Severability. The enforceability, invalidity or illegality of any provision hereof shall not render the other provisions of this Agreement unenforceable, invalid or illegal.

(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.

(h) Permits, Licenses and Approvals. PROVIDER is required to obtain and maintain all necessary permits, licenses, and approvals from any applicable local, state and federal agency. PROVIDER is further responsible for any clean up and must comply with all health and safety standards set by any governmental agency.

(i) Advertising and Promotional Materials. Any and all advertising promotion or notice of services provided must obtain prior approval by HOPE before distribution.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

HOPE THROUGH HOUSING FOUNDATION

CITY OF MONTCLAIR

Ciriaco Pinedo
Chief Operating Officer

Paul M. Eaton
Mayor

Date: _____

Date: _____

ATTEST:

Andrea M. Phillips
Deputy City Clerk

Date: _____

EXHIBIT A LIST OF SERVICES

The PROVIDER will:

Programming

- Follow HOPE’s curricular guidelines and include the following program components:
 - A healthy snack according to CACFP guidelines
 - Physical recreation or movement
 - Homework assistance
 - Kidzlit, Peacebuilders, and Virtual Vacations curricula
 - Activities that promote family and child together time

Recruitment/Retention

- Develop and distribute marketing materials for programs and services.
- Maintain a minimum average daily/attendance of 40.
- Support marketing and recruitment for additional HOPE services (e.g., Supplemental Education Services).
- Development community engagement strategies to increase attendance and participation.
- Track all outreach activities (see attached document).

Communication

- Establish a 10–15 minute weekly meeting with SAN ANTONIO VISTA and VISTA DEL CIELO staff.
- Complete monthly reports to HOPE (forms are provided by HOPE).
- Immediately notify HOPE of any program closures or minimum days.
- Immediately notify HOPE of any absent staff.
- Immediately notify HOPE of any injuries or incidents.
- Include HOPE in PROVIDER’s planning, educational and community events as appropriate.
- Participate in trainings, monthly phone check-ins, and quarterly partner meetings led by HOPE.

Program Development and Sustainability

- Support HOPE’s fundraising and grantwriting strategy for all services and/or services at SAN ANTONIO VISTA and VISTA DEL CIELO Apartments.
- Submit the previous month’s activities, classes, and special events.
- Ensure that all program staff have been TB skin–tested and have passed background checks.
- Ensure that a minimum of two staff are present during program hours at all times.
- Follow HOPE program guidelines as they are developed.
- Participate in HOPE’s program promotion events, such as community meetings, events, and/or Lights on Afterschool.
- Give residents of SAN ANTONIO VISTA and VISTA DEL CIELO “first priority” in any and all services being offered.
- Provide proper liability insurance coverage for all employees engaging in business activities at the Center.
- Adequately supervise daily program operations.

HOPE will:

Recruitment/Retention

- Assist in developing community engagement strategies to increase attendance and participation.

Communication

- Support PROVIDER's communication with Property Management.
- Participate in PROVIDER's planning, educational and community events as appropriate.

Program Development and Sustainability

- Negotiate a state snack program contract for the site, where possible.
- Provide technical assistance and capacity building support that may include program observations, meetings, trainings, workshops, access to print materials, or other activities that promote program sustainability.
- Provide access to computers, furniture, and some program supplies to be used by community members.
- Assist in the collection of evaluative program data and access to this data by PROVIDER's staff.
- Commit to PROVIDER's vision and mission.
- Provide access to PROVIDER to the Center, including priority for programming, meetings, and access to office space where available.
- Provide ongoing maintenance, routine cleaning/supplies, repairs, etc. including deep cleaning throughout the year to be done by Property Management.
- Pursue sustainable funding, separately or jointly, to maintain uninterrupted programs and services being provided for the mutual benefit of all entities and community members.

EXHIBIT B
CITY OF MONTCLAIR
SAN ANTONIO VISTA
Budget for September 14, 2015 – May 24, 2016

PAYMENT SCHEDULE

- Initial Payment of \$4,333.81 is due upon signing and upon receipt of initial invoice.
- Monthly invoices are due within **30 days** of the end of the month to be paid.
- Invoices will not be paid if attendance and registration information is not up to date in the ETO Software database.
- Monthly invoices are not to exceed: \$4,333.81.

AGENDA REPORT

SUBJECT:	CONSIDER APPROVAL OF AGREEMENT NO. 15-84 WITH NATIONAL COLLEGE OF TECHNICAL INSTRUCTION AUTHORIZING THE FIRE DEPARTMENT TO PROVIDE CLINICAL TRAINING FOR EMERGENCY MEDICAL STUDENTS	DATE:	September 8, 2015
		SECTION:	AGREEMENTS
		ITEM NO.:	7
		FILE I.D.:	FRD245
		DEPT.:	FIRE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 15-84 with National College of Technical Instruction authorizing the Fire Department to provide clinical training for emergency medical students.

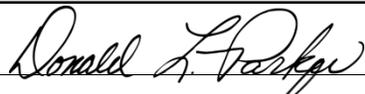
Proposed Agreement No. 15-84 is attached for the City Council's review and consideration.

BACKGROUND: As an agency with a paramedic program, the City has been approached with another opportunity to provide field training to emergency medical students. National College of Technical Instruction (NCTI) has an established Emergency Medical Technician/Paramedic (EMT-P) Program and desires to contract with the Montclair Fire Department to provide field training to some of its EMT-P students. The City previously approved Agreement No. 10-27 with NCTI, which was a 24-month agreement.

Paramedics who satisfactorily complete the required training to become clinical preceptors may provide field training to EMT-P students/interns. The Fire Department currently has three paramedics who are certified as preceptors. The Fire Department just recently served as a preceptor for a Mt. San Antonio College paramedic student and determined that serving as a field-training agency continues to be beneficial to the City's paramedic program.

As a field-training agency, the preceptors are obligated to practice and maintain advanced life-support skills. As a training agency, the City's paramedic program continually receives updated advanced life-support information and practices changing medical protocols.

The term of proposed Agreement No. 15-84 is from September 8, 2015, through September 8, 2017. The Deputy City Clerk assigned Agreement No. 15-73 to the proposed Agreement for control purposes. The City Attorney has reviewed the proposed Agreement, and provided a few minor revisions. NCTI agreed to the proposed changes and has made the requested modifications.

Prepared by:		Fiscal Impact Finance Review:	
Proofed by:		Reviewed and Approved By:	

FISCAL IMPACT: There would be no fiscal impact to the City of Montclair should the City Council approve proposed Agreement No. 15-84 with NCTI. There is no overtime associated with this program. The Montclair paramedic preceptors have voluntarily taken an eight hour class to become certified preceptors, which had no fiscal impact to the city. The City Attorney has reviewed the proposed Agreement, and concluded that the City would not be liable for the students, as NCTI assumes responsibility for the students' respective liability insurance. Montclair Fire employees will not be compensated by NCTI.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 15-84 with National College of Technical Instruction authorizing the Fire Department to provide clinical training for emergency medical students.



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

THIS AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE is made between American Medical Response West, d/b/a National College of Technical Instruction, ("School") and Montclair Fire Department (the "Contractor") effective as of August 1, 2015.

WHEREAS, School is a program which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, Emergency Medical Technician-Paramedic and other, similar health care and pre-hospital providers ("Students");

WHEREAS, As a part of the licensing and/or certification requirements Students must complete a course of study including a field internship experience ("Field Internship Experience") by and through assignment to various mobile intensive care units operated by Contractor;

WHEREAS, Contractor is a provider of emergency medical service, including both advanced life support and basic life support pre-hospital care and transport, and Contractor has agreed to assist School by providing a limited Field Internship Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Contractor's standards of service to its patients.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM.

- 1.1. **Commencement Date.** This agreement shall become effective when signed by all of the parties ("Effective Date") and completion of the written approval and certification contemplated in paragraph 2.2, 2.3 and 2.4. This agreement shall be for a term of twenty-four (24) months from the Effective Date. Any renewal shall be set forth in a writing signed by the parties.
- 1.2. **Termination.** This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein.

2. RIGHTS AND OBLIGATIONS OF SCHOOL.

- 2.1. **School's Accreditation.** School shall maintain a qualified educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians, Emergency Medical Technician-Paramedics or other

similar pre-hospital health care providers. School's program shall include programming, administration, matriculation, promotion and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which School resides and in which the program contemplated herein is to operate.

- 2.2. **Approval by Licensing/Certifying Agency(ies).** School shall secure from all relevant licensing/certifying agencies written approval for the Field Internship Experience program contemplated herein and shall maintain such approval throughout the course of the program. School shall provide Contractor with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Field Internship Experience program.
- 2.3. **Student Licensure/Certification.** School shall ensure that each Student enrolled in the clinical program is compliant with any licensure certification required for participation in this program, which may include, but is not limited to state EMT and CPR credentials or any provisional licensure/certification. School shall provide Contractor with a copy of the requisite licensure and or certification for any Student enrolling in the Field Internship Experience before the Student is allowed to participate in the program unless, the licensing/certifying agencies advise School and Contractor, in writing, that licensure/certification is not required and the Field Internship Experience program is approved under all applicable, or potentially applicable, laws and regulations.
- 2.4. **Approval by Doctor or Agency Having Medical Control.** If applicable, School will secure from the doctor or agency having medical control in the state(s) or county(ies) in which program will operate, written approval for the Field Internship Experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any Student participating in the course of clinical education. School will provide Contractor with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program.
- 2.5. **Records.** School will keep and maintain accurate records for all Students participating in the Field Internship Experience. The records will include the Students transcript, licensure or certification, temporary license or certification (if applicable), pre-assessment health record, and record of history / vaccination / immunization as set forth in paragraph



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

- 2.8 hereof. School will maintain the records for a period of at least four (4) years (or any greater period as may be required by applicable) from the date Student completes, or ceases to participate in, the Field Internship Experience contemplated herein.
- 2.6. List of Participants, Qualifications, Objectives and Representations.** School will notify Contractor at least thirty (30) days prior to the inception of a course of Field Internship Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Field Internship Experience. Inclusion by School of a Student's name on this list is School's representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Field Internship Experience. The School shall comply with any requirements or procedures that Contractor requires regarding documentation to verify the Student's qualifications for the Field Internship Experience.
- 2.7. Contractor Rules and Regulations.** School will use all reasonable efforts to cause Students to comply with Contractor's policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. School will, prior to allowing a Student to participate in the Field Internship Experience, review patient confidentiality as well as the Contractor's policies, procedures, work rules and regulations with Student and secure Student's agreement to abide by all such rules and regulations.
- 2.8. Pre-assignment Health Assessment.** School will cause Student to complete a pre-assignment health assessment, at Student's or School's expense, which includes, but is not limited to: history of communicable diseases and immunizations, proof of tetanus vaccination or immunization, proof of Hepatitis B vaccination or executed declination and waivers of the Hepatitis B vaccination by the Student, proof of MMR vaccination, respiratory certification by a physician and PPD test. School will provide proof of satisfactory completion/vaccination to Contractor upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.
- 2.9. OSHA Compliance.** Prior to allowing Student to enroll in the course of Field Internship Experience, School will educate and train Student in compliance with all relevant and required OSHA regulations including, but not limited to, Blood-borne Pathogens Standard and TB Standard.
- 2.10. Personal Protective Equipment.** School shall provide Student with all necessary personal protective equipment, including fitting, as is, or may be, required by OSHA or other regulatory agency as required in locale of Contractor prior to assignment to the Field Internship Experience. Such equipment may include: safety glasses, face shields and particulate respirators. School recognizes and will inform Student that this equipment must be in the possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.
- 2.11. Assistance in Obtaining Signatures and Compliance.** School recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. School shall assist Contractor in obtaining any necessary signatures and ensuring Student compliance with Contractor rules and this agreement including, but not limited to, those contained in part 3 of this agreement.
- 2.12. Evaluation of Performance.** School, in conjunction with Contractor personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.
- 2.13. Minimum Age of Participants.** School and Contractor will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student is at least eighteen (18) years of age.
- 3. STUDENT OBLIGATIONS AND REQUIREMENTS.**
- 3.1. Release.** Student will, prior to participating in the clinical experience, read, understand and sign a ride-along waiver releasing Contractor from any and all liability and/or responsibility arising out of Student's participation in the Clinical Experience. This release of claims must be executed, and on file with the School, prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience and no Student will be permitted on a Contractor vehicle without



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

having signed the release. The release is attached hereto and made a part hereof as Exhibit A.

3.2. Pre-assignment Health Assessment. Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.

3.3. Contractor Rules and Patient Confidentiality. Student shall comply with Contractor's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Contractor property, must meet all standards of appearance and conduct required by Contractor of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Contractor vehicle personal protective equipment and use such equipment when, as and where designated by Contractor personnel. Any information generated as a result of the activities set forth in this agreement, including information regarding patients or business activities of Contractor, as well as any information regarding the students and their performance or the Training Program itself, shall remain confidential. Students will be required to sign an acknowledgement of their understanding of the mandates for confidentiality as imposed by the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974 and any applicable state laws.

3.4. Student Intern Agreement. Student will read and execute the student intern agreement. Execution of the student intern agreement is a condition precedent to participation in the Field Internship Experience program. The student intern agreement is attached hereto and made a part hereof as Exhibit A.

4. CONTRACTOR RIGHTS AND OBLIGATIONS.

4.1. Contractor Rules. Contractor requires Students, while participating in the clinical program, on Contractor property, to meet all standards of appearance and conduct required by Contractor of its own employees. Contractor reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Contractor standards.

4.2. Student's Skill Level. Contractor reserves the right to discontinue Student's participation in the program should Contractor, in its sole discretion, determine that Student's skill level is substandard. Contractor will

immediately advise School of any such concerns or situations.

4.3. Orientation Program. Contractor may require Student to attend an orientation program designed to orient Student to Contractor's rules regulations and policies prior to beginning their Field Internship Experience. The details and procedures for the orientation program shall be in the Contractor's sole discretion.

4.4. Contractor's Control of Patient Care. Contractor reserves the right to determine where, when and if a Student may participate in the provision of care to its patients. Contractor will endeavor to utilize Student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount and Student shall follow Contractor's instructions with respect to the provision of patient care.

4.5. Right to Control Participation. Company reserves the right to refuse to allow any Student to participate in the provision of care at the scene of an emergency where, in company's sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of Company or otherwise be inappropriate.

4.6. Student Evaluations. Contractor will cooperate with School in performing evaluations of Student's Field Internship Experience.

4.7. Provision of Field Internship Experience. Contractor will provide a Field Internship Experience for the School's Students in compliance with the guidelines, protocols, scope of practice provided by the licensing/certifying agency and in accord with the instructions of the doctor or agency having medical control, if applicable. The number of Students that Contractor accepts into the Field Internship Experience shall be determined by mutual agreement between School and Contractor.

5. INDEMNIFICATION

5.1. Indemnity for Third Party Claims. School will save, defend, indemnify and hold harmless Contractor, its officials, officers, employees, agents, affiliates and representatives ("Indemnified Parties") of and from any and all claims, suits, costs and actions arising out of the provision of the Field Internship Experience. This indemnity shall survive and remain enforceable



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Contractor arising solely out of Contractor's own negligence or intentional conduct.

- 5.2. **Indemnity for Student Claims.** School will save, defend, indemnify and hold harmless Indemnified Parties of and from any and all claims, suits, costs and actions brought by any Student, or their heirs, against Indemnified Parties arising out of their participation in this program or by any patient claiming that the negligence of Student caused, compounded or exacerbated their injuries. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement; provided, however, that this indemnity is not intended to cover claims against Contractor arising solely out of Contractor's own negligence or intentional conduct.
- 5.3. **Defense Obligation.** In any action in which School is obligated to provide Contractor with a defense, School shall at its cost and expense, fully and diligently defend Contractor against any claims brought, investigations undertaken or actions filed which concern claims for which Contractor is entitled to indemnification under paragraphs 5.1, 5.2, and 5.3.

6. INSURANCE.

- 6.1. **Professional Medical Liability and General Liability Coverage.** School will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Coverage must specifically cover Students in the Field Internship Experience, working under this agreement and within the course of their training and education during this program. School will name Indemnified Parties as Additional Insureds under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. School will provide Contractor with written verification of coverage in the form of a certificate of insurance, which will be attached to this agreement. School covenants to keep the required insurance in force and effect through the term of this agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.
- 6.2. **Endorsement for Student Activities.** School assures Contractor that all coverage of insurance required

herein includes specific provisions and/or endorsements to include Students within School's Medical Liability and General Liability coverage for all activities conducted under this program.

- 6.3. **Coverage for Student Injuries.** School recognizes that Students are NOT employees of Contractor and are not covered by Contractor's Workers Compensation Insurance or Self Insured Program. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their Field Internship Experience. School will provide Contractor with a written verification of insurance coverage in the form of a certificate of insurance which will be attached to this agreement.
- 6.4. **Amount of Coverage Not a Limitation.** The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.
- 6.5. **Minimum Qualifications of Insurer.** Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Field Internship Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Field Internship Experience will occur.

7. NOTICES.

- 7.1. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

If to Contractor:

Steve Jackson, Deputy Chief, EMS Coordinator
8901 Monte Vista Ave
Montclair, California 91673

If to School:

American Medical Response West
d/b/a National College of Technical Instruction
333 Sunrise Avenue, Suite 500
Roseville, California 95661

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

8. Fees, Compensation and Tuition

8.1. Fees, Compensation and Tuition. If applicable, any fees, compensation and tuition that Contractor shall receive will be set forth in Exhibit B.

9. Scope of Field Internship Experience

9.1. Scope of Field Internship Experience. The specific scope of the Field Internship Experience that the Contractor shall provide will be set forth in Exhibit C.

10. MISCELLANEOUS.

10.1. Miscellaneous. This Agreement (including the Schedules and Exhibits hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of the principal office of the School, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original

and all of which, when taken together, shall constitute one agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

11. Other.

11.1. Compliance with Laws. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

11.2. Compliance Program and Code of Conduct. The Contractor acknowledges that School has made available to Student a copy of its Compliance Program and Code of Conduct at School's web site, located at: www.amr.net. The School shall comply with any training requirements that may be legally imposed upon School by any applicable regulatory authority.

11.3. Non-Exclusion. Each party represents and certifies that it has not been convicted of any conduct identified on Exhibit D. Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Exhibit D or otherwise. Each party understands that if DHHS or OIG excludes it, or any of its employees who provide health care services, from participation in Federal health care programs, the party must notify the other party within 5 days of knowledge of such fact, and the other party may immediately terminate the Agreement.

[Signature Page Follows]



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

**AMERICAN MEDICAL RESPONSE, WEST
d/b/a NATIONAL COLLEGE OF TECHNICAL
INSTRUCTION**

By: _____

Lofi Burns
Lofi Burns
Director of Learning

MONTCLAIR FIRE DEPARTMENT

By: _____

Print Name: _____

Print Title: _____



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

Exhibit A Student Intern Agreement and Release

Student is enrolled in a course of study at School designed to enable Student to become a licensed/certified Emergency Medical Technician, Emergency Medical Technician-Paramedic or other similar pre-Contractor health care provider. As part of the curriculum, Student has enrolled in the Field Internship Experience, which is offered through the School, with Contractor's assistance. The Field Internship Experience involves: 1) Student's performing acquired pre-hospital skills alongside Contractor's personnel; and, 2) accompanying and observing the Contractor's personnel providing emergency and non-emergency ambulance transport, care and related services.

Student has asked to participate in Field Internship Experience knowing that participation will require Student to accompany Contractor personnel in dangerous and potentially life-threatening situations. Student realizes that Contractor could not, and would not, allow Student to accompany its personnel without his/her agreement to: (i) release the Contractor from any and all claims for injury or death which may result from Student's participation in the program; (ii) assume the risk of death or injury associated with the Field Internship Experience; (iii) agree to read, understand and follow Contractor's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and (v) follow the instruction/direction of Contractor personnel with respect to patient care, demeanor, safety, use of personal protective devices, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Field Internship Experience. Student hereby represents that he or she **AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY**. These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/or sprains to one and/or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks

at the scene of emergencies including assault and battery.

In consideration of Contractor's agreement to provide the Field Internship Experience to Student, Student agrees to release and forever discharge Contractor and its officials, officers, agents, employees affiliates, parent corporation, successors and assigns of and from all claims, demands, suits, injuries or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Contractor's policies, procedures and work rules; (ii) follow Contractor's instruction and direction with respect to patient care, safety, personal protection; and, abide by Contractor rules and direction. Student understands that failure to follow the Contractor's direction may result, in Contractor's sole discretion, in his/her expulsion from the Field Internship Experience program.

The School shall require its students to complete a Criminal Offenders Record Information ("CORI") check. By virtue of this agreement, the School assures Contractor that it found no information that would, in accordance with the provisions of state EMS regulations, preclude the Student from the duties of an EMS provider.

The relationship of field internship Student and Contractor is that of a student being provided an educational experience by Contractor and such activity shall in no way be construed as creating any other relationship including an employment relationship. The Student shall receive no compensation from Contractor for activities during the internship.

The Student will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. The Student acknowledges that School has made available to Student a copy of its Compliance Program and Code of Conduct at School's web site, located at: www.amr.net. The Student shall comply with any training requirements that may be legally imposed upon School by any applicable regulatory authority.



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

The Student represents and certifies that he/she has not been convicted of any conduct identified on Attachment "A". The Student further represents and certifies that he/she is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Attachment "A" or otherwise. The Student understands that if DHHS or OIG excludes he/she from participation in Federal health care programs, he/she must notify the School and Contractor within 5 days of knowledge of such fact, and the Contractor may immediately terminate the Agreement.

Student certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By Signing this Document You Acknowledge That You Have Been Advised That There Are Risks Inherent in this Type of Activity and Have Decided to Assume That Risk and Release the Contractor, its officials, officers, agents and employees of and from All Liability. You Agree to Release the Contractor from Any Claims Associated with the Field Internship Experience and That You, Not the Contractor, Are Assuming Complete and Total Responsibility for and Any and All Injuries, Damages or Losses That You May Suffer as a Result of Participating in the Field Internship Experience Program.

I agree to all terms set forth above.

Dated: _____

Signature of Student: _____

Print Name: _____

Attachment "A"

***Overview of law regarding exclusion from Medicare and State Health Care Programs
42 U.S.C. 1320a-7***

(a) Mandatory exclusion. The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(f) of this title):

(1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

(2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) Felony conviction relating to health care fraud. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offence consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) Permissive exclusion. The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>), and an overview of the exclusion regulations is attached hereto).



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

Exhibit B Fees, Compensation and Tuition

Neither party to this agreement shall receive any fees, compensation, or tuition from the other party for the provision of any services pursuant to the terms hereof.



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

**Exhibit C
Scope of Field Internship Experience**

Clinical Performance Standards

The following performance evaluation standards have been developed as an objective measurement of the intern's performance. These standards are to be utilized when completing the intern's evaluations. Interns are expected to achieve a "3" rating in every rating factor on the final major evaluation in order to be eligible for internship.

EVALUATION FACTOR	RATING 1	RATING 2	RATING 3
ASSESSMENT/PATHOLOGIES			
Assessment and Interventions			
Performs a primary assessment and intervenes as necessary	Unable to perform a complete or organized primary assessment without prompting. Omits portions of the assessment and/or fails to recognize findings or intervene appropriately.	Performs a complete primary assessment, but is either slow or disorganized and inconsistent in recognizing findings or intervening appropriately.	Independently performs a complete and organized assessment in a timely manner, recognizes findings and intervenes appropriately in a timely manner.
Asks appropriate questions, specific to patient chief complaint	Fails to ask details specific to chief complaint; rambles or does not appear to have a focus to the questions.	Asks questions specific to the chief complaint but is either slow or disorganized.	Asks questions pertinent to the chief complaint; deliberate and timely.
Obtains patient history, medications and allergies	Does not obtain pertinent information; is incomplete or inaccurate.	Obtains an adequate patient assessment but is either slow in assessing and/or disorganized.	Obtains an adequate patient history, medications and allergies in a fairly organized and timely manner.



AFFILIATION AGREEMENT FOR FIELD INTERNSHIP EXPERIENCE

Exhibit D

Overview of law regarding exclusion from Medicare and State Health Care Programs 42 U.S.C. 1320a-7

(a) **Mandatory exclusion.** The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(f) of this title):

(1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

(2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) Felony conviction relating to health care fraud. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) **Permissive exclusion.** The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>), and an overview of the exclusion regulations is attached hereto).

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-85-I-94, AN IRREVOCABLE ANNEXATION AGREEMENT WITH ADALBERTO OROPEZA, FOR 11134 ROSWELL AVENUE (ASSESSOR'S PARCEL NO. 1012-421-26)

DATE: September 8, 2015

SECTION: AGREEMENTS

ITEM NO.: 8

FILE I.D.: SEW080

DEPT.: COMMUNITY DEV.

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

A copy of proposed Agreement No. 15-85-I-94 with Adalberto Oropeza is attached for the City Council's review and consideration.

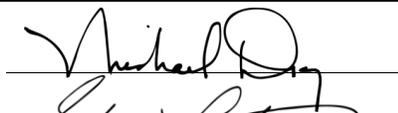
BACKGROUND: The proposed Irrevocable Annexation Agreement would permit the property owner of the subject parcel located in unincorporated County territory to be connected to the sanitary sewer system owned and maintained by the City of Montclair and located in Roswell Avenue, with the Agreement requiring annexation of the property when feasible at a future date.

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

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

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 15-85-I-94, an Irrevocable Annexation Agreement with Adalberto Oropeza, for the property located at 11134 Roswell Avenue.

Prepared by:




Fiscal Impact
Finance Review:




Proofed by:

Reviewed and
Approved By:

Recording Requested by:

Michael Diaz
City of Montclair

When Recorded Mail To:

Michael Diaz
City Planner
City of Montclair
5111 Benito Street, P.O. Box 2308
Montclair, CA 91763

This Space for Recorder's Use Only

FREE RECORDING PURSUANT TO GOVERNMENT CODE §27383

AGREEMENT NO. 15-85-I-94
AN IRREVOCABLE AGREEMENT TO ANNEX
TO THE CITY OF MONTCLAIR

Adalberto Oropeza
11134 Roswell Avenue
Pomona, CA 91766

Title of Document

AGREEMENT NO. 15-85-I-94

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

Adalberto Oropeza
11134 Roswell Avenue, Pomona, CA 91766

This agreement is entered into this 8th day of September, 2015, between Adalberto Oropeza, hereinafter referred to as "Owner," and the City of Montclair, hereinafter referred to as "City."

WHEREAS, Owner is the legal property owner of the real property located at 11134 Roswell Avenue, referenced by San Bernardino County Tax Assessor Parcel Numbers (APN) 1012-421-26, shown as Exhibit "A" attached, and is further described as follows:

The South ½ of Lot 31, Pomona Homes Acres, in the County of San Bernardino, State of California, as per map recorded in Book 25, Page 1 of Maps in the Office of the County Recorder of said County.

WHEREAS, the subject property is 9,600 square feet (0.22 acres) in total area, and is located approximately 188 feet south of Ninth Street, within unincorporated San Bernardino County area that is a part of the Sphere of Influence of the City of Montclair; and

WHEREAS, the subject property is developed with a 1,355 square foot, single-story, single-family residence built in 1915, and a single-car detached garage building; and

WHEREAS, the Owner desires to connect the existing residential property at the above-described property to the sanitary sewer system in Roswell Avenue, which is owned and maintained by the City of Montclair; and

WHEREAS, the City is willing to allow a connection to said sanitary sewer system if a request is made at the earliest possible time to annex to the City of Montclair; and

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

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

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

NOW, THEREFORE, the parties do agree as follows:

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

2. The City of Montclair does hereby agree to allow a connection of said property to the sewer line owned by the City of Montclair, which is located in Roswell Avenue, at such time as all applicable permits have been obtained and associated fees have been paid.

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

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

5. Owner shall be responsible for the maintenance and repair of the sewer lateral from the building, and/or structure to which the sewer lateral is connected to the public sewer main in the street or City easement. This responsibility includes both the portion of the sewer lateral on private property and the portion located beneath the sidewalk and street up to the point where the lateral connects to the public sanitary sewer main. Property owners' responsibilities include maintenance and repair of the lateral, overflow cleanup, and damages to sewer main and/or pavement. The City **may** respond and take corrective action in the event of a sewage overflow from a lateral where there is an immediate threat to health or safety. However, the property owner shall be responsible for all costs incurred by the City.

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

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

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

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

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

CITY:

CITY OF MONTCLAIR, CALIFORNIA

Paul M. Eaton, Mayor

Date

OWNER:

ADALBERTO OROPEZA

Adalberto Oropeza

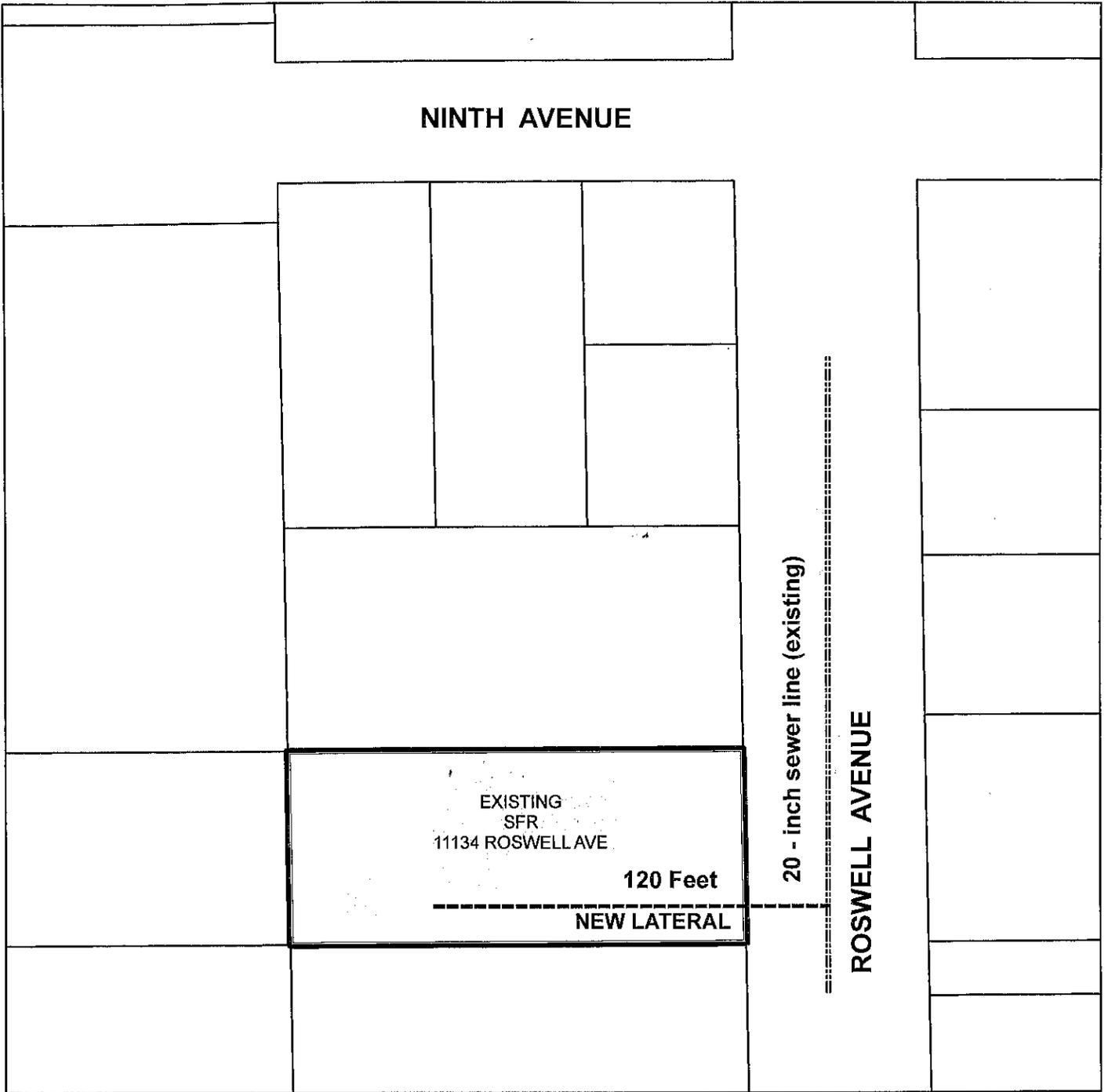
Date

ATTEST:

Andrea M. Phillips, Deputy City Clerk

APPROVED AS TO FORM:

Diane E. Robbins, City Attorney



11134 Roswell Avenue Pomona, CA 91766
Irrevocable Annexation Agreement
IAA No. 15-85-I-94

APN: 1012-421-26



AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 15-3086 ADOPTING A MEASURE I FIVE-
YEAR CAPITAL IMPROVEMENT PROGRAM

DATE: September 8, 2015

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: TRN510

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: San Bernardino Associated Governments (SANBAG) requires each local jurisdiction to annually update its Measure I Five-Year Capital Improvement Program and Expenditure Strategy proposed to be funded by Measure I. The City Council is requested to consider adopting Resolution No. 15-3086, adopting the document pursuant to SANBAG requirements.

A copy of proposed Resolution No. 15-3086 is attached for the City Council's review and consideration.

BACKGROUND: Measure I 2010-2040, the countywide transportation sales tax program, requires that each local jurisdiction receiving pass-through program revenues annually adopt a Measure I Five-Year Capital Improvement Program that outlines the specific projects upon which those funds are to be expended. Resolution No. 15-3086 lists various projects proposed to be funded by Measure I for City Council consideration. For most of the 20-year life of the original Measure I, various phases of the Mission Boulevard Corridor Improvement Project were the only projects listed. All Mission Boulevard phases are now completed.

Beginning in 2011, the City began using Measure I funds for pavement rehabilitation in various areas of the City, and to complete the federal environmental clearance process for the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project. Federal clearance would allow the City to use federal funds for construction of the project.

The Measure I Five-Year Capital Improvement Program for Montclair includes continued funding for the Monte Vista Avenue/Union Pacific Railroad grade separation project, partial funding for the Central Avenue/Union Pacific Railroad Bridge reconstruction project, funding for pavement rehabilitation for Monte Vista Avenue north of Arrow Highway, and miscellaneous pavement rehabilitation work on as yet unnamed streets.

SANBAG also requires each agency to include an expenditure strategy with its Five-Year Capital Improvement Program. The strategy is included as part of Resolution No. 15-3086.

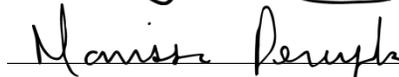
Prepared by:



Fiscal Impact
Finance Review:



Proofed by:



Reviewed and
Approved By:



FISCAL IMPACT: SANBAG estimates that the City would receive \$3,168,017.67 during the five-year period covered by Fiscal Years 2015-2016 through 2019-2020. This number is based on a 3 percent annual increase over last fiscal year's Measure I revenue. A year-by-year summary of anticipated revenues is included with this report, labeled as Attachment E.

The City Council's adoption of Resolution No. 15-3086 would allow the City to continue to receive local Measure I pass-throughs. Should the City's priorities change during the year, the expenditure plan can be amended at any time by the City Council's adoption of a new resolution.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 15-3086 adopting a Measure I Five-Year Capital Improvement Program.

VALLEY SUBAREA
MEASURE I REVENUE ESTIMATES FOR LOCAL PASS-THROUGH FUNDS 2015/2016 to 2019/2020

VALLEY SUBAREA	Population Distribution Percentage	Estimated Annual Local Pass-Through Amount					Total FY 15/16 through 19/20
		FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	
Chino	5.52%	\$ 1,299,794.40	\$ 1,338,788.23	\$ 1,382,298.85	\$ 1,430,679.31	\$ 1,487,906.48	\$ 6,939,467.27
Chino Hills	5.08%	\$ 1,196,187.60	\$ 1,232,073.23	\$ 1,272,115.61	\$ 1,316,639.66	\$ 1,369,305.24	\$ 6,386,321.33
Colton	3.49%	\$ 821,790.30	\$ 846,444.01	\$ 873,953.44	\$ 904,541.81	\$ 940,723.48	\$ 4,387,453.04
Fontana	13.36%	\$ 3,145,879.20	\$ 3,240,255.58	\$ 3,345,563.88	\$ 3,462,658.62	\$ 3,601,164.96	\$ 16,795,522.24
Grand Terrace	0.81%	\$ 190,730.70	\$ 196,452.62	\$ 202,837.33	\$ 209,936.64	\$ 218,334.10	\$ 1,018,291.39
Highland	3.55%	\$ 835,918.50	\$ 860,996.06	\$ 888,978.43	\$ 920,092.67	\$ 956,896.38	\$ 4,462,882.03
Loma Linda	1.55%	\$ 364,978.50	\$ 375,927.86	\$ 388,145.51	\$ 401,730.60	\$ 417,799.83	\$ 1,948,582.30
Montclair	2.52%	\$ 593,384.40	\$ 611,185.93	\$ 631,049.47	\$ 653,136.21	\$ 679,261.65	\$ 3,168,017.67
Ontario	11.04%	\$ 2,599,588.80	\$ 2,677,576.46	\$ 2,764,597.70	\$ 2,861,358.62	\$ 2,975,812.96	\$ 13,878,934.54
Rancho Cucamonga	11.39%	\$ 2,682,003.30	\$ 2,762,463.40	\$ 2,852,243.46	\$ 2,952,071.98	\$ 3,070,154.86	\$ 14,318,937.00
Redlands	4.60%	\$ 1,083,162.00	\$ 1,115,656.86	\$ 1,151,915.71	\$ 1,192,232.76	\$ 1,239,922.07	\$ 5,782,889.39
Rialto	6.68%	\$ 1,572,939.60	\$ 1,620,127.79	\$ 1,672,781.94	\$ 1,731,329.31	\$ 1,800,582.48	\$ 8,397,761.12
San Bernardino	13.99%	\$ 3,294,225.30	\$ 3,393,052.06	\$ 3,503,326.25	\$ 3,625,942.67	\$ 3,770,980.38	\$ 17,587,526.66
Upland	4.96%	\$ 1,167,931.20	\$ 1,202,969.14	\$ 1,242,065.63	\$ 1,285,537.93	\$ 1,336,959.45	\$ 6,235,463.35
Yucaipa	3.46%	\$ 814,726.20	\$ 839,167.99	\$ 866,440.95	\$ 896,766.38	\$ 932,637.03	\$ 4,349,738.54
County/Valley	8.00%	\$ 1,883,760.00	\$ 1,940,272.80	\$ 2,003,331.67	\$ 2,073,448.27	\$ 2,156,386.21	\$ 10,057,198.95
Total Valley Region	100.00%	\$ 23,547,000.00	\$ 24,253,410.00	\$ 25,041,645.83	\$ 25,918,103.43	\$ 26,954,827.57	\$ 125,714,986.82

* Local pass-through funds equal 20% of total Measure I funds collected.

MOUNTAIN/DESERT SUBAREA
 MEASURE I REVENUE ESTIMATES FOR LOCAL PASS-THROUGH FUNDS 2015/2016 to 2019/2020

MOUNTAIN/DESERT SUBAREA	Distribution Percentage (50% Population & 50% Revenue Generation)		Estimated Annual Local Pass-Through Amount						Total FY 15/16 through 19/20
	Population	Revenue Generation	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20		
Needles County/Colorado River	69.27%	85.20%	\$ 121,104.48	\$ 124,737.61	\$ 128,791.59	\$ 133,299.29	\$ 138,631.26	\$ 646,564	
Colorado River Subarea	100.00%	100.00%	\$ 156,800.00	\$ 161,504.00	\$ 166,752.88	\$ 172,589.23	\$ 179,492.80	\$ 837,139	
Twentynine Palms	35.76%	25.40%	\$ 451,636.02	\$ 465,185.10	\$ 480,303.62	\$ 497,114.24	\$ 516,998.81	\$ 2,411,238	
Yucca Valley County/Morongo Basin	29.54%	63.65%	\$ 688,161.56	\$ 708,806.40	\$ 731,842.61	\$ 757,457.10	\$ 787,755.39	\$ 3,674,023	
Morongo Basin Subarea	34.70%	10.95%	\$ 337,102.43	\$ 347,215.50	\$ 358,500.00	\$ 371,047.50	\$ 385,889.40	\$ 1,799,755	
Barstow County/North Desert	100.00%	100.00%	\$ 1,476,900.00	\$ 1,521,207.00	\$ 1,570,646.23	\$ 1,625,618.85	\$ 1,690,643.60	\$ 7,885,016	
North Desert Subarea	41.11%	48.67%	\$ 1,485,814.11	\$ 1,530,388.53	\$ 1,580,126.16	\$ 1,635,430.58	\$ 1,700,847.80	\$ 7,932,607	
Big Bear Lake County/Mountains	58.89%	51.33%	\$ 1,824,085.89	\$ 1,878,808.47	\$ 1,939,869.74	\$ 2,007,765.18	\$ 2,088,075.79	\$ 9,738,605	
Mountains Subarea	100.00%	100.00%	\$ 3,309,900.00	\$ 3,409,197.00	\$ 3,519,995.90	\$ 3,643,195.76	\$ 3,788,923.59	\$ 17,671,212	
Adelanto	10.22%	45.21%	\$ 342,640.55	\$ 352,919.76	\$ 364,389.65	\$ 377,143.29	\$ 392,229.02	\$ 1,829,322	
Apple Valley	89.78%	54.79%	\$ 893,659.46	\$ 920,469.24	\$ 950,384.49	\$ 983,647.95	\$ 1,022,993.86	\$ 4,771,155	
Victorville	100.00%	100.00%	\$ 1,236,300.00	\$ 1,273,389.00	\$ 1,314,774.14	\$ 1,360,791.24	\$ 1,415,222.89	\$ 6,600,477	
Victor Valley	8.51%	2.93%	\$ 638,380.60	\$ 657,532.02	\$ 678,901.81	\$ 702,663.37	\$ 730,769.91	\$ 3,408,248	
Hesperia	18.37%	15.02%	\$ 1,863,245.48	\$ 1,919,142.84	\$ 1,981,514.98	\$ 2,050,868.01	\$ 2,132,902.73	\$ 9,947,674	
Victor Valley Subarea	23.72%	23.98%	\$ 2,661,779.25	\$ 2,741,632.63	\$ 2,830,735.69	\$ 2,929,811.44	\$ 3,047,003.89	\$ 14,210,963	
Total Mt Desert Region	31.18%	51.16%	\$ 4,594,777.85	\$ 4,732,621.19	\$ 4,886,431.37	\$ 5,057,456.47	\$ 5,259,754.73	\$ 24,531,042	
	18.22%	6.91%	\$ 1,402,316.83	\$ 1,444,386.33	\$ 1,491,328.89	\$ 1,543,525.40	\$ 1,605,266.41	\$ 7,486,824	
	100.00%	100.00%	\$ 11,160,500.00	\$ 11,495,315.00	\$ 11,868,912.74	\$ 12,284,324.68	\$ 12,775,697.67	\$ 59,584,750	
			\$ 17,340,400	\$ 17,860,612	\$ 18,441,082	\$ 19,086,520	\$ 19,849,981	\$ 92,578,594	

* Local pass-through funds are 70% of total Measure I funds collected, less 2% (of the 70%) set aside for PD/TMS projects.

RESOLUTION NO. 15-3086

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR ADOPTING THE MEASURE
I FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM**

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004 authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance 04-01 of the Authority, and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Local Streets Program to annually adopt and update a Five-Year Capital Improvement Program.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Montclair hereby adopts the Measure I Five-Year Capital Improvement Program and Expenditure Strategy, copies of which are attached to this resolution as Attachment A.

BE IT FURTHER RESOLVED that the City Council of the City of Montclair hereby adopts the following expenditure strategy:

The City of Montclair plans on using Measure I as matching funds for federal funds associated with the development of plans for the construction of a grade separation project at Monte Vista Avenue and the Union Pacific Railroad tracks. The City may also use Measure I funds to accomplish work related to this project for which there are no federal funds. The City also intends to expend Measure I funds on maintenance of City streets to the extent permissible under SANBAG policies.

APPROVED AND ADOPTED this XX day of XX, 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3086 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, 2015, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR

MEASURE I CAPITAL IMPROVEMENT PLAN

EXPENDITURE STRATEGY

Fiscal Year 2015/2016 – Fiscal Year 2019/2020

Each jurisdiction shall adopt a Measure I Capital Improvement Plan Expenditure Strategy as part of the annual Capital Improvement Plan adoption. **The Expenditure Strategy is not intended to be a narrative description of the projects listed in the Capital Improvement Plan.** Instead, the Expenditure Strategy should provide the policy approach adopted by the Council for the expenditure of Measure I funds. The jurisdictional **Expenditure Strategy** provides an opportunity to document circumstances or analyses which are not otherwise apparent when reviewing the Measure I Capital Improvement Plan.

You must include the strategy as part of the annual Capital Improvement Plan adopted by your governing body.

The City of Montclair plans on using Measure I as matching funds for federal funds associated with the development of plans for the construction of a grade separation project at Monte Vista Avenue and the Union Pacific Railroad tracks. The City may also use Measure I funds to accomplish work related to this project for which there are no federal funds.

The City also intends to expend Measure I funds on maintenance of City streets to the extent permissible under SANBAG policies.

Guidance

1. The strategy should be no longer than one or two paragraphs.
2. Examples:
 - The City intends to accumulate Measure I revenue for a specific large project (i.e., “pay-as-you go”).
 - The Town intends to expend Measure I revenue for specific types of eligible projects and/or policy prioritization of specific programs; i.e.,
 - Allocation of expenditures on a split of 60% for improvements to existing facilities and 40% for new project development.
 - Dedication of revenues to maintenance of existing city center streets, which may be a strategy for built-out cities.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 15-3093 ADOPTING A FIVE-YEAR
CAPITAL PROJECT NEEDS ANALYSIS

DATE: September 8, 2015

SECTION: RESOLUTIONS

ITEM NO.: 2

FILE I.D.: TRN510

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The San Bernardino Associated Governments (SANBAG) requires each local jurisdiction to annually update its Five-Year Capital Needs Analysis. The City Council is requested to consider adopting Resolution No. 15-3093, adopting the document pursuant to SANBAG requirements.

A copy of proposed Resolution No. 15-3093 is attached for the City Council's review and consideration.

BACKGROUND: Measure I 2010-2040, the countywide transportation sales tax program, requires that each local jurisdiction applying for revenue from the Valley Major Street and Freeway Interchange Programs annually adopt and update a Five-Year Capital Project Needs Analysis (CPNA). The CPNA differs from the Measure I Capital Improvement Program in that the CPNA contains only projects that are included in SANBAG's Nexus program. Nexus projects typically include freeway interchange projects, arterial projects, and grade separation projects. Project funding also includes contributions from developers through the development impact fee program.

CPNA projects that could potentially make use of Valley Major Street and Freeway Interchange Program funds include the reconstruction of the Monte Vista Avenue/I-10 Freeway Interchange Project and the Monte Vista Avenue/Union Pacific Grade Separation Project.

FISCAL IMPACT: There is no immediate fiscal impact to the City with the adoption of Resolution No. 15-3093. The CPNA, as its name implies, is a needs analysis allowing SANBAG to prioritize transportation improvement needs throughout the County. Having projects listed in the CPNA is no guarantee that funds would be made available when needed, but failure to have a project listed would further delay funding until the project was listed.

RECOMMENDATION: Staff recommends the City Council Adopt Resolution No. 15-3093 adopting a Five-Year Capital Project Needs Analysis.

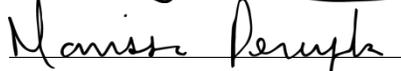
Prepared by:



Fiscal Impact
Finance Review:



Proofed by:



Reviewed and
Approved By:



RESOLUTION NO. 15-3093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR ADOPTING THE FIVE-YEAR CAPITAL PROJECTS NEEDS ANALYSIS FOR FISCAL YEARS 2016/2017 THROUGH 2020/2021

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004 authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from the Valley Major Street and Freeway Interchange Programs to annually adopt and update a Five-Year Capital Project Needs Analysis.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Montclair hereby adopts the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2016/2017 through 2020/2021 attached to this resolution as Exhibit A.

APPROVED AND ADOPTED this XX day of XX 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3093 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, 2015, and that it was adopted by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

EXHIBIT A

ATTACHMENT D

Capital Project Needs Analysis									
City of Montclair									
Valley Highway-Railroad Grade Separation Sub-Program									
(Actual Fiscal Year 2015/2016 dollars - SANBAG will apply escalation factors, by year)									
Project Description: Monte Vista and UPRR Grade Separation									
Total Project Cost:		\$	35,000,000						
			(PRIOR - FUTURE)						
Total Measure I Request:		\$	38			Public Share:		81.10%	
Total Other Funding:		\$	35,971			Dev. Share:		18.90%	
Phase	Funding		PRIOR*	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FUTURE
PA&ED									
Total Cost:	\$451.22								
Fund Type:	MI MAJ ST	\$	38	\$	-	\$	-	\$	-
	DEV FEE	\$	38	\$	-	\$	-	\$	-
	MI LOCAL ST	\$	375	\$	-	\$	-	\$	-
	- Select Fund -	\$	-	\$	-	\$	-	\$	-
	Other:	\$	-	\$	-	\$	-	\$	-
PS&E									
Total Cost:	\$3,100.00								
Fund Type:	MI MAJ ST	\$	-	\$	-	\$	-	\$	-
	TCRP	\$	1,025	\$	-	\$	-	\$	-
	MI LOCAL ST	\$	100	\$	375	\$	-	\$	-
	DEMO	\$	1,800	\$	-	\$	-	\$	-
	Other:	\$	-	\$	-	\$	-	\$	-
ROW									
Total Cost:	\$10,958.00								
Fund Type:	MI MAJ ST	\$	-	\$	-	\$	-	\$	-
	TCRP	\$	8,458	\$	-	\$	-	\$	-
	- Select Fund -	\$	-	\$	-	\$	-	\$	-
	- Select Fund -	\$	-	\$	-	\$	-	\$	-
	Other: RDA	\$	2,500	\$	-	\$	-	\$	-
CONST									
Total Cost:	\$21,500.00								
Fund Type:	MI MAJ ST	\$	-	\$	-	\$	-	\$	-
	PUC	\$	-	\$	-	\$	5,000	\$	-
	RXR	\$	-	\$	-	\$	1,000	\$	-
	MI LOCAL ST	\$	-	\$	-	\$	500	\$	-
	- Select Fund -	\$	-	\$	-	\$	-	\$	-
	- Select Fund -	\$	-	\$	-	\$	-	\$	-
	Other: PRNS	\$	-	\$	-	\$	15,000	\$	-

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 2015/2016 expenses.

Capital Project Needs Analysis								
City of Montclair								
Valley Freeway Interchange Program								
(Actual Fiscal Year 2015/2016 dollars - SANBAG will apply escalation factors, by year)								
Project Description:								
Widen Monte Vista Ave from San Bernardino St to Arrow Hwy from 4 to 6 lanes								
Total Project Cost:		\$	36,729,000					
(PRIOR - FUTURE)								
Total Measure I Request:		\$	26,857		Public Share:		81.10%	
Total Other Funding:		\$	8,527		Dev. Share:		18.90%	
Phase	Funding	PRIOR*	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FUTURE
PA & ED								
Total Cost:	\$884.00							
Fund Type:								
	MI MAJ ST	\$ -	\$ -	\$ 671	\$ -	\$ -	\$ -	\$ -
	DEV FEE	\$ -	\$ -	\$ 213	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PS&E								
Total Cost:	\$1,891.00							
Fund Type:								
	MI MAJ ST	\$ -	\$ -	\$ 1,435	\$ -	\$ -	\$ -	\$ -
	DEV FEE	\$ -	\$ -	\$ 456.00	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ROW								
Total Cost:	\$6,914.00							
Fund Type:								
	MI MAJ ST	\$ -	\$ -	\$ 5,248	\$ -	\$ -	\$ -	\$ -
	DEV FEE	\$ -	\$ -	\$ 1,866	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONST								
Total Cost:	\$25,695.00							
Fund Type:								
	MI MAJ ST	\$ -	\$ -	\$ 19,503	\$ -	\$ -	\$ -	\$ -
	DEV FEE	\$ -	\$ -	\$ 6,192	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 2015/2016 expenses.

Capital Project Needs Analysis								
City of Montclair								
Valley Freeway Interchange Program								
(Actual Fiscal Year 2015/2016 dollars - SANBAG will apply escalation factors, by year)								
Project Description:								
Widen San Bernardino St from LA County Line to Benson Ave from 4 to 6 lanes								
Total Project Cost:		\$ 4,500,000						
		(PRIOR - FUTURE)						
Total Measure I Request:		\$ 3,649		Public Share:		81.10%		
Total Other Funding:		\$ 851		Dev. Share:		18.90%		
Phase	Funding	PRIOR*	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FUTURE
PA & ED								
Total Cost:	\$ 300.00							
Fund Type:	MI MAJ ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243
	DEV FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57
	- Select Fund-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PS&E								
Total Cost:	\$ 800.00							
Fund Type:	MI MAJ ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 649
	DEV FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151
	- Select Fund-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ROW								
Total Cost:	\$ 200.00							
Fund Type:	MI MAJ ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162
	DEV FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38
	- Select Fund-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONST								
Total Cost:	\$ 3,200.00							
Fund Type:	MI MAJ ST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,595
	DEV FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 805
	- Select Fund-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	- Select Fund-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 2015/2016 expenses.

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
AUGUST 17, 2015, AT 9:29 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Raft called the meeting to order at 9:29 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Raft; Council Member Ruh; and City Manager Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of August 3, 2015.

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of August 3, 2015.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 9:30 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 9:44 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 9:44 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

**MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT/PUBLIC SAFETY COMMITTEE
HELD ON MONDAY, AUGUST 17, 2015, AT 6:00 P.M.
IN THE CITY HALL CONFERENCE ROOM,
5111 BENITO STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

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

II. ROLL CALL

Present: Council Member Dutrey; Mayor Pro Tem Raft; City Manager Starr; Deputy City Manager/Executive Director, Office of Economic Development Staats; Police Chief/Executive Director, Office of Public Safety deMoet; Community Development Director Lustro; Deputy City Attorney Holdaway.

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meeting of July 20, 2015

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of July 20, 2015.

IV. PUBLIC COMMENT

None.

V. OLD BUSINESS

1. Update on MVWD/City drought flyer (CE)

A draft of the flyer that will be sent to residents was reviewed. Council Member Dutrey suggested including photos and logos of both agencies on the flyer.

2. Parking restrictions – 4300 block Holt Boulevard

A photo of the signs recently posted restricting parking during certain hours and to two hours along the problem area was reviewed; Mayor Pro Tem Raft commented that she received positive responses from the adjacent business owners since the signs were posted.

VI. NEW BUSINESS

1. Parking Enforcement (PS)

Police Chief/Executive Director, Office of Public Safety deMoet reported that PD is in the process of hiring two cadets who will do street sweeping and early morning parking enforcement only. One cadet is currently going through the process and will be considered by Personnel Committee for hiring. Meanwhile, two slots have been opened for reserve officers to work a 4-hour shift from 6:00 to 10:00 a.m., Monday through Friday, to provide parking enforcement.

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

Discussion followed regarding properties on the list and also about the homeless loitering around vacant commercial properties.

VIII. NEXT MEETING

The next meeting is scheduled for Monday, September 21, 2015, at 6:00 p.m. in the City Hall Conference Room.

IX. ADJOURNMENT

At 6:20 p.m., Council Member Dutrey adjourned the Code Enforcement/Public Safety Committee.

Submitted for Code Enforcement/
Public Safety Committee approval,



Laura Embree
Recording Secretary

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC
WORKS COMMITTEE HELD ON THURSDAY, AUGUST 20,
2015, AT 4:00 P.M. IN THE CITY MANAGER'S CONFERENCE
ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Chair Raft called the meeting to order at 4:01 p.m.

II. ROLL CALL

Present: Chair Raft; Committee Member Eaton; City Manager Starr; Office of Public Safety/Police Chief deMoet; Director of Community Development Lustro; Public Works Director/City Engineer Hudson; and Facilities and Grounds Superintendent McGehee.

Absent: Deputy City Manager/Director of Economic Development Staats and Public Works Superintendent Mendez.

Also Present: Heather, the Pines Apartment Manager.

III. APPROVAL OF MINUTES

The Public Works Committee approved the minutes of the Public Works Committee Meeting of July 16th, 2015.

IV. PUBLIC COMMENT

Heather, a manager of the Pines Apartments in Montclair was in attendance to discuss parking issues associated with current residents. She spoke with Public Works Director/City Engineer Hudson on August 18 and was invited to present concerns at the next Public Works Committee meeting. Heather stated that the Pines Apartment complex is at full capacity with garages strictly used for vehicles and residents still do not have enough area to park on public streets. Infinity of Montclair and Metro Nissan employees are parking in front of the Pines Apartments on Fremont Avenue and Palo Verde Street. This leaves none to minimal parking for residents. Due to the unavailability of parking, the Pines Residents are parking vehicles in restricted areas and receiving parking tickets.

Chair Raft mentioned parking has been an ongoing issue for over two years and suggested parking by permit only on Fremont Avenue and Palo Verde Street. City Manager Starr requests Public Works Director/City Engineer Hudson to evaluate the area and determine proper action. City Staff will need to see this item placed on the agenda for discussion at a future Committee meeting and then Council meeting. If approved by Council, the signage will be modified to accommodate the Pines residents.

V. PUBLIC WORKS DEPT. UPDATES/ITEMS

A. OPERATIONS

1. MAINTENANCE ACTIVITY REPORTS ATTACHED

There were no questions or issues with the maintenance activities report.

2. NO PARKING ON STREET SWEEPING DAY UPDATES

Item will be deferred to the next Public Works Committee meeting due to the absence of Public Works Superintendent Mendez.

B. FACILITIES AND GROUND

There were no questions or issues with the maintenance activities report. Facilities and Grounds Superintendent McGehee had nothing to announce.

C. ENGINEERING DIVISION ITEMS

None

VI. POLICE DEPARTMENT UPDATES/ITEMS

A. STREET PARKING ENFORCEMENT

Office of Public Safety/Police Chief deMoet continued with the topic of street parking. The Police Department is in the process of recruiting two cadets. One cadet will start on Monday the 24 of August. The new cadet positions will assist with parking enforcement. The Police Department is currently utilizing reserve officers for eight hours a week to assist with the enforcement issues until the cadets are hired and trained.

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

A. SHOPPING CART ORDINANCE

A few months back, the City adopted an ordinance that requires existing retailers to utilize and install a shopping cart containment system by January of 2016. Last week Community Development Staff followed up with two main retailers, Costco and Stater Brothers, as well as mailed out reminder letters of the effective date. Both retailers are aware of the new ordinance and are taking steps to implement a cart containment system. Stater Brothers had received an estimate and is in the process of scheduling the work. The 99 Cent Only Store has installed a cart containment system and Director of Community Development Lustrò is optimistic other retailers will follow to eliminate shopping carts from city streets.

VIII. CAPITAL PROJECT UPDATES

Public Works Director/City Engineer Hudson reported the status of the following capital improvement projects:

A. MONTE VISTA AVENUE/UPRR GRADE SEPARATION PROJECT

Approximately two and a half months ago the City issued a notice to proceed to NCM Engineering Corporation for the design of improvements for the Monte Vista Avenue/Union Pacific Grade Separation Project. The first significant milestone for the project was a 35% submittal today. Normally for a project of this magnitude a 35% submittal would take four to six months to complete, but the consultant is working at an accelerated schedule to complete the plans by the end of this year. The 35% submittal was made earlier today. The City expects to be at the 100% completion stage by the end of the year. Early next year the paperwork with Caltrans begins with a right-of-way certification and a Request for Authorization to advertise and award the project.

B. CENTRAL AVENUE/UPRR GRADE SEPERATION RECONSTRUCTION

Public Works Director/City Engineer Hudson had a meeting with the consultant and Caltrans to discuss the re-inspection status with the new rating criteria of the Central Avenue Bridge. City Staff is anticipating receiving the reimbursement funds for reconstruction of the bridge and is in the process of establishing a meeting with Caltrans to continue with the project. The Committee will be informed with future updates.

C. RECREATION BUILDING REMODEL-PHASE TWO WEIGHT ROOM

Plan checking has been completed by the Building Division and the City is expected to get back the corrections from the consultant next week. The next step is to advertize this project with construction expected to commence in three months.

D. CENTRAL AVENUE/SAN BERNARDINO STREET TRAFFIC SIGNAL UPGRADE

City Staff had a pre-construction meeting earlier this week and is expecting to start construction in a few months. Some of the required signal equipment has a lead time as much as four months. The Engineering Division will keep the Committee informed as to the status of the equipment delivery and the future update of construction.

E. REEDER RANCH

In an effort to reopen the historic Reeder Citrus Ranch as an educational site where residents can learn about the citrus industry and the heritage of Montclair, the George C. and Hazel H. Reeder Heritage Foundation and the City have worked together to secure

construction funding to rehabilitate the Reeder Citrus Ranch. Following a series of rehabilitation projects, the ranch will eventually be opened to the public for special events and historical tours.

While maintain the original integrity of the home, improvements such as concrete foundations and footings; roofing; minor carpentry; electrical work; and painting will eventually all be rehabilitated. Phase 1 improvements concentrate solely on the structural stability of the property. New concrete footings and foundations will be constructed while an existing unstable chimney will be removed and stored for future resurrection when funding becomes available.

On August 3, a construction contract was awarded to Rasmussen Brothers Construction, Inc., for completion of Phase 1. Construction is expected to begin by September 1 and be completed by November 1, 2015.

San Bernardino County personnel had a meeting this week with the City and the contractor to discuss the funding of this project. Joint funding will be dispensed from the George C. and Hazel H. Reeder Heritage Foundation and Community Development Block Grant (CDBG) funds. San Bernardino County employees informed the contractor of the use of online reporting requirements for prevailing wage and Davis-Bacon wages.

F. GOLD LINE

Last Thursday, the City of Montclair gained great progress after the San Bernardino Associated Governments (SANBAG) Commuter Rail and Transit Committee and the SANBAG Metro Valley Study Session took action recommending several items for approval by the SANBAG Board of Directors at their September Board meeting. The actions taken are of great importance to the City, involving work associated with the Gold Line extension to Montclair, the Monte Vista Avenue widening project at I-10, and the Monte Vista Avenue/UPRR Grade Separation Project.

1. The Commuter Rail and Transit Committee voted unanimously to amend SANBAG's FY2015/16 budget, adding a task number for costs related to the Gold Line extension, and recommended a transfer of \$50,000 to this Task Number for personnel time related to the work. This action represents the first time the SANBAG budget provided direct funding for Gold Line-related work and recognized the Gold Line extension-Montclair Segment as a distinct and separate transit project within San Bernardino County.
2. The Commuter Rail and Transit Committee also recommended approval of a reimbursement agreement with the City of Montclair that the City Council approved last month. The

agreement had been in development since last year as the City and SANBAG worked collaboratively to develop a reimbursement scenario acceptable to both agencies. The agreement guarantees reimbursement to the City of Montclair of \$3 million for oversight and design costs should the Gold Line extension to Claremont be funded in Los Angeles County. It is anticipated that a tax measure will go to Los Angeles County voters in November 2016 for approval. If the Los Angeles County measure is approved, work on extension of the Gold Line is expected to begin in 2017, with completion to Claremont in 2022. Montclair is currently seeking to develop a Federal Transit Administration Small Starts grant and state cap-and-trade funding for construction of the \$72 million Montclair Segment. The City's objective is to keep construction synchronized with Phase 2B from Azusa to Claremont and bring the Gold Line to Montclair in 2022.

The Metro Valley Study Session, another SANBAG Committee, took action on two items related to Montclair.

1. The first was a Memorandum of Understanding and Cooperative Agreement for work related to widening Monte Vista Avenue at I-10 in conjunction with work that SANBAG and Caltrans are already studying with respect to adding additional lanes to I-10. The end result would be the complete removal of the I-10 bridge over Monte Vista Avenue and replacement with a two-span bridge crossing a widened Monte Vista Avenue having as many as four left turn pockets and six through lanes. Work is anticipated to begin in 2017.
2. The second agreement recommended for approval was a construction management agreement between SANBAG and the City for the Monte Vista Avenue/UPRR Grade Separation Project. This agreement calls for SANBAG to hire an engineering firm to manage the construction of the grade separation project, a project that will also be funded by SANBAG. Work is expected to begin in 2017.

Each of the above projects will improve mobility through Montclair. We look forward to working with our SANBAG partners on these projects for the next few years, and we extend our gratitude for the support provided to Montclair by elected representatives serving on the two SANBAG committees.

IX. OTHER ITEMS

A. CHAIR RAFT-DISCUSSION OF PARKING

Specific areas in Montclair have major problems associated with parking. Chair Raft feels the City can have more control if parking by

permit only ordinances are placed throughout the City. She also suggests that the Bandera Apartment complex should have mandatory permit parking for residence with proof of a valid vehicle registration and address. Vehicles that do not display a parking permit shall be ticketed. Public Works Director/City Engineer Hudson mentioned that in regards to parking permits, the City needs to consider single family neighborhoods and the use of parking on the public streets. The City may need to change the entire parking permit process and re-evaluate for current needs. The Pines Apartments, for example, and other locations throughout the City that have high volumes of vehicles needs to be modified. The Pines and other apartment complex that were built in the 1960s in Montclair had the need for only a single parking space. Today many residents have multiple vehicles and families living in one unit. These apartment complexes do not have the means to expand to today's current demand. City Staff cannot regulate the number of residence and vehicles to a single unit. Public Works Staff will evaluate the City's parking permit program and update the Committee with the best solution and recommendations at a future Committee meeting.

B. OTHERS? None

X. ADJOURNMENT

The next meeting of the Public Works Committee will be at 4:00 p.m. on September 17th, 2015, if there are items that need to be discussed.

At 4:36 p.m., Chair Raft adjourned the meeting.

Submitted for Public Works Committee approval,

A handwritten signature in black ink, appearing to read 'Cenica Leonard', written over a horizontal line.

Cenica Leonard
Transcribing Secretary