

**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

November 2, 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 – None

VI. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, 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 October 19, 2015 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Appropriation of \$10,000 of Redevelopment Project Area No. IV Tax Exempt Tax Allocation Bond Funds from the Former Redevelopment Agency to Study the Potential of Signalizing the Intersection for Central Avenue and the Central Avenue Frontage Roads at the Union Pacific Railroad Crossing [CC] 5
2. Consider Amending the Fiscal Years 2015-2020 Capital Improvement Program, Adding the Macarthur Park Block Wall Extension Project [CC]

Consider Appropriation of \$10,000 from the Park Maintenance Fund for the Macarthur Park Block Wall Extension Project [CC] 7
3. Consider Authorizing a \$7,008 Appropriation from the Public Safety Grant Fund to Purchase Equipment for Frontline Law Enforcement Purposes, and Increase a Previously Approved Appropriation for Canine-Related Expenses [CC] 9
4. Consider Appropriation of \$2,000 from Measure I for Processing Fees for a Permit to Enter Union Pacific Railroad Right-of-Way to Conduct Soils Investigations [CC]

Consider Authorizing Public Works Director/City Engineer Michael C. Hudson to Sign the Right of Entry Prepared by Union Pacific Railroad [CC] 11
5. Consider Authorization of a \$1,169.09 Appropriation from the Contingency Fund to Purchase a Replacement Refrigerator for Fire Station No. 152 from Best Buy [CC] 23
6. Consider Approval of Warrant Register and Payroll Documentation [CC] 28

C. Agreements

1. Consider Approval of Agreement No. 15-22 with Matrix Audio-visual Designs, Inc., for the Furnishing, Replacement, and Installation of New Microphones and Audio Equipment in the City Council Chambers [CC] 29
2. Consider Rescinding Agreement No. 15-38 and Approving Agreement No. 15-90 with Southern California Landscape, Inc., for Landscape Services at Paseos Park [CC] 44
3. Consider Approval of Agreement No. 15-91 with the United States Department of Justice to Accept a Community Oriented Policing Services Hiring Program Grant Award [CC] 59

D. Resolutions

1. Consider Adoption of Resolution No. 15-3101 Amending the Fee Schedule for the Collection and Disposal of Commercial Refuse [CC]

Consider Allocating \$18,957.50 from the General Fund to Offset a Proposed Rate Increase to the Residential Refuse Rate [CC] 76

- 2. Consider Adoption of Resolution No. 15-3103 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC] 83
- 3. Consider Adoption of Resolution No. 15-3104 Establishing the City's Commitment to the Healthy Eating, Active Living (Heal) Cities Campaign and Strengthening the City's Commitment to Promote Healthy Living [CC] 92

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Department Reports

- 1. Economic Development Department
 - a. North Montclair Downtown Specific Plan Streetscape Infrastructure Design Project
- 2. Police Department
 - a. K-9 Program Update
- 3. Fire Department
 - a. Holiday Fire Safety
- 4. Public Works Department
 - a. Capital Projects Update
- 5. Human Services Department
 - a. Holiday Programs

B. City Attorney

- 1. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation
Montclair v. Beltran
- 2. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation
Ament v. Montclair
- 3. Closed Session Pursuant to Government Code Section 54956.9(d)(4) Regarding Potential Litigation
1 Potential Case
- 4. Closed Session Pursuant to Government Code Section 54956.8 Regarding Real Property Negotiations

Properties: Assessor's Parcel Nos. 1011-012-02,
1011-012-09, 1012-101-05, & 1012-080-09

(continued on next page)

Agency Negotiator: Michael C. Hudson, Public Works Director/City Engineer
 Negotiating Parties: City of Montclair and Union Pacific Railroad
 Under Negotiation: Recommendations Regarding Acquisition of Easements on Subject Properties in Conjunction with Monte Vista Avenue/Union Pacific Grade Separation Project.

C. City Manager/Executive Director

D. Mayor/Chairman

E. Council/SA Board/MHC Board/MHA Commissioners/MCF Board

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

- | | |
|--|-----|
| 1. Minutes of the Public Works Committee Meeting of October 15, 2015 | 96 |
| 2. Minutes of the Code Enforcement/Public Safety Committee Meeting of October 19, 2015 | 100 |
| 3. Minutes of the Personnel Committee Meeting of October 19, 2015 | 102 |

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

(At this time, the City Council will meet in Closed Session regarding pending and potential litigation and real property negotiations.)

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation meetings will be held on Monday, November 16, 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 Office of the 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 October 29, 2015.

AGENDA REPORT

SUBJECT: CONSIDER APPROPRIATION OF \$10,000 OF REDEVELOPMENT PROJECT AREA NO. IV TAX EXEMPT TAX ALLOCATION BOND FUNDS FROM THE FORMER REDEVELOPMENT AGENCY TO STUDY THE POTENTIAL OF SIGNALIZING THE INTERSECTION FOR CENTRAL AVENUE AND THE CENTRAL AVENUE FRONTAGE ROADS AT THE UNION PACIFIC RAILROAD CROSSING

DATE: November 2, 2015

SECTION: ADMIN. REPORTS

ITEM NO.: 1

FILE I.D.: TRC805

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Appropriations require City Council approval.

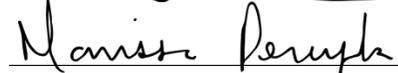
BACKGROUND: For several years, City staff has been discussing potential development of the property at the southwest corner of Holt Boulevard and Central Avenue around the existing Carl's Jr. restaurant. Several different developers have submitted development schemes with varying degrees of acceptance by City staff. All of the developers have requested the City to vacate the frontage road on the west side of Central Avenue in order to maximize the amount of area that could be developed. Staff has been amenable to vacating the frontage road, but only if traffic circulation issues for which the frontage road was originally installed could be improved.

As part of each development proposal, staff has required that Brooks Street be extended from its existing terminus at the west edge of the property to either Central Avenue or turn north to Holt Boulevard. Staff would prefer that Brooks Street continue east to Central Avenue, but would consider turning north to Holt Boulevard if it made sense for the project and better accommodated Brooks Street traffic.

The subject property has a General Plan designation as General Commercial. The current development proposal shows Brooks Street being extended easterly to Central Avenue with a warehouse being proposed on the south side of Brooks Street. This portion of the development would require a General Plan Amendment, which staff can support. It would be consistent with the development to the west. Development on the north side of Brooks Street would potentially include a supermarket, one or more restaurant pads, and other development consistent with the General Plan designation.

For the intersection of Brooks Street and Central Avenue to function effectively, the intersection should be signalized. Without the signalization, the intersection would be limited to right turns in and out. Furthermore, combined with the elimination of the westerly frontage road, the businesses on the easterly frontage would also be limited to right turns in and out. If the Central Avenue median were to be broken at this intersection to allow cross flow of traffic, access to both sides of Central Avenue to Brooks Street would be controlled by a traffic signal.

Prepared by:  Fiscal Impact Finance Review: 

Proofed by:  Reviewed and Approved By: 

Staff would like to retain a consulting engineering firm to consider two options for this intersection location. The first option is based on the developer's proposed Brooks Street alignment which is due east from the present terminus of Brooks Street. Extensive frontage road modifications would be required on the east side of Central Avenue to reconfigure the frontage road to join Central Avenue at this location. The second option is to put a tight reverse curve in the Brooks Street alignment so it aligns with the existing frontage road intersection at Central Avenue. This option would require minimal changes to the easterly frontage road.

The proposal regarding retention of a consulting engineer was presented to the Public Works Committee at its meeting on October 15. The Committee concurred with staff's recommendation for funding this study.

FISCAL IMPACT: Staff estimates that studying and developing conceptual drawings for these two alternatives would cost approximately \$10,000. It is recommended that Redevelopment Project Area No. IV tax exempt Tax Allocation Bond funds be utilized to fund this study.

RECOMMENDATION: Staff recommends the City Council appropriate \$10,000 of Redevelopment Project Area No. IV tax exempt Tax Allocation Bond Funds from the former Redevelopment Agency to study the potential of signaling the intersection for Central Avenue and the Central Avenue frontage roads at the Union Pacific Railroad crossing.

AGENDA REPORT

SUBJECT: CONSIDER AMENDING THE FISCAL YEARS 2015-2020 CAPITAL IMPROVEMENT PROGRAM, ADDING THE MACARTHUR PARK BLOCK WALL EXTENSION PROJECT	DATE: November 2, 2015
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
CONSIDER APPROPRIATION OF \$10,000 FROM THE PARK MAINTENANCE FUND FOR THE MACARTHUR PARK BLOCK WALL EXTENSION PROJECT	FILE I.D.: PRK350
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Amendments to the City's Capital Improvement Program (CIP) and appropriation of funds require City Council approval.

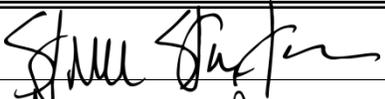
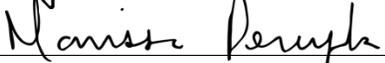
BACKGROUND: In recent months, a Montclair resident approached the City regarding some safety concerns at MacArthur Park. The resident has witnessed park patrons hopping the block wall and entering his back yard. The resident has taken protective actions by installing video equipment on his property and has requested that the City extend the height of the wall.

The Montclair Public Works Committee was presented with the issue on September 17, 2015, and has recommended that tubular steel fencing be added to the existing block wall south of MacArthur Park's entry on Deodar Street. The iron extension would be added atop the block wall, adding nearly two feet of wall height. The existing wall is roughly six feet in height and constructed of precision block. The wall extension would run the length of the wall just south of the park's entry, roughly 100 feet in length.

FISCAL IMPACT: The estimated cost for the wall extension is \$8,000. The estimate covers materials and labor related to the installation. Staff will be receiving three quotations for the project and the lowest of the three will be awarded the work. Funds for the project will be appropriated from the Park Maintenance fund.

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

1. Amend the fiscal years 2015-2020 Capital Improvement Program, adding the MacArthur Park Block Wall Extension Project.
2. Appropriate \$10,000 from the Park Maintenance fund for the MacArthur Park Block Wall Extension Project.

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

Infrastructure Fund Capital Project Funding Information

Project Name: Mac Arthur Park Block Wall Extension Project

Project Details: Add 2 feet of tubular Steel fencing atop of an existing block wall just south of the parks entry gate. The Itubular steel fencing is roughly 100' in length

Preparation Date: October 21, 2015 Department: Public Works/Engineering

Project No. (Assigned by Finance): _____ Contact/Ext.: X-441

Phase	Fiscal Years					Total	Fund/Program
	Prior Years	2015/2016	2016/2017	2017/2018	2018/2019		
Environmental							
Design							
R/W Acquisition							
Construction		10,000.00				10,000.00	Park Maintenance Fund
Total	0.00	10,000.00	0.00	0.00	0.00	10,000.00	

Approvals:

Department: Public Works/Engineering By: _____ Date: October 21, 2015

Finance By: _____ Date: _____

City Council Date: _____ **Total Project Cost:** \$10,000.00

Revision Number: _____

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZING A \$7,008 APPROPRIATION FROM THE PUBLIC SAFETY GRANT FUND TO PURCHASE EQUIPMENT FOR FRONTLINE LAW ENFORCEMENT PURPOSES, AND INCREASE A PREVIOUSLY APPROVED APPROPRIATION FOR CANINE-RELATED EXPENSES	DATE: November 2, 2015 SECTION: ADMIN. REPORTS ITEM NO.: 3 FILE I.D.: PDT362 DEPT.: POLICE
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REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$7,008 appropriation from the Public Safety Grant Fund to purchase two level III-A ballistic shields for use by the Mobile Field Force Team (MFFT) and a Trimble Nomad 900B handheld computing device to be used in conjunction with the Department's existing Sokkia Total Station. The City Council is also requested to consider authorizing an increase in the previously approved appropriation for canine-related expenses.

BACKGROUND: On December 15, 2014, the City Council approved Agreement No. 14-106 with the San Bernardino County Fire Protection District Office of Emergency Services to receive approximately \$13,050 from the FY2014 Homeland Security Grant Program (HSGP). The City Council authorized the use of said funds to purchase a Throwbot tactical micro-robot reconnaissance system to be used during high-risk operations and catastrophic events. On December 19, 2014, staff learned that the actual HSGP award would be \$23,375.

Since receiving approval of its initial request to purchase the Throwbot, staff re-evaluated the needs of the Department and, on August 3, 2015, received City Council authorization to appropriate \$16,367 toward purchase of a Bloodhound, canine handler training, supplies, and a vehicle modification to accommodate the dog. At this time, staff is proposing to use unallocated FY2014 HSGP funds totaling \$7,008 to increase the appropriation for canine expenses and purchase two ballistic shields and a Trimble Nomad 900B handheld computing device for frontline law enforcement purposes.

Staff is requesting authorization to purchase two level III-A ballistic shields for use by its MFFT. Situations requiring a tactical law enforcement response are dynamic, unpredictable, and oftentimes volatile and require adequate protection for first responders. Staff is in the process of scheduling product demonstrations and securing cost quotations to ensure that a product of similar size and weight to that currently used is procured. In so doing, consistency in use and training would be assured. The anticipated cost of two ballistic shields is \$3,508.

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

Staff also proposes to purchase one Trimble Nomad 900B handheld computing device to assist investigators in crime scene and accident reconstruction. The Nomad 900B is a rugged outdoor device that is impact resistant and impervious to dust, rain, snow, hail, and high humidity. The device runs the Windows 6.1 operating system, which features security enhancements and enables files to be transferred to a desktop operating system. It also has integrated Bluetooth wireless technology that enables it to communicate with other Bluetooth enabled devices.

The Department currently owns a Sokkia Total Station, a forensic mapping device with the capability to collect measurements from small scenes to those nearly one mile in diameter. Because of this flexibility, it can be used for crime scenes, traffic collision and arson investigations, insurance fraud, and a host of other incidents. The Trimble Nomad 900B communicates with the Sokkia Total Station and collects data in a manner and format that could easily be shared with other agencies should the need arise.

Precision Survey Supply is the region's sole distributor for Trimble products. The device would, therefore, be purchased from Precision Survey Supply at a cost of \$2,375.

Staff proposes increasing the initial appropriation for canine-related expenses by \$1,125, bringing the total appropriation to \$17,492.

FISCAL IMPACT: The total cost to purchase two level III-A ballistic shields and one Trimble Nomad 900B device is \$5,883. If approved by the City Council, funding to purchase said items would result in a \$5,883 appropriation and expenditure from the Public Safety Grant Fund in account number 1163-4426-52690-400-16508. Increasing the appropriation for canine expenditures would result in an increase of \$1,125 in account number 1166-4426-52480-400-16508.

The City would receive full reimbursement through the Homeland Security Grant Program.

RECOMMENDATION: Staff recommends the City Council authorize a \$7,008 appropriation from the Public Safety Grant Fund to purchase equipment for frontline law enforcement purposes, and increase a previously approved appropriation for canine-related expenses.

AGENDA REPORT

SUBJECT: CONSIDER APPROPRIATION OF \$2,000 FROM MEASURE I FOR PROCESSING FEES FOR A PERMIT TO ENTER UNION PACIFIC RAILROAD RIGHT-OF-WAY TO CONDUCT SOILS INVESTIGATIONS	DATE: November 2, 2015
CONSIDER AUTHORIZING PUBLIC WORKS DIRECTOR/CITY ENGINEER MICHAEL C. HUDSON TO SIGN THE RIGHT OF ENTRY PREPARED BY UNION PACIFIC RAILROAD	SECTION: ADMIN. REPORTS
	ITEM NO.: 4
	FILE I.D.: STA110
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Appropriations require City Council approval.

BACKGROUND: As part of the Monte Vista Avenue/Union Pacific Railroad Grade Separation Project, the consultant preparing the plans must access the Union Pacific Railroad right-of-way in order to conduct soil borings. The work is covered in the contract with NCM Engineering Corporation, the City's consultant, but not the payment of any license fees as required by the Railroad.

FISCAL IMPACT: Sufficient funds from Measure I are available to cover this work, but no separate appropriation has been identified for this purpose.

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

1. Appropriate \$2,000 from Measure I for processing fees for a permit to enter Union Pacific Railroad right-of-way to conduct soils investigations.
2. Authorize Public Works Director/City Engineer Michael C. Hudson to sign the Right of Entry prepared by Union Pacific Railroad.

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

Folder No. 02935-96

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2015, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and **CITY OF MONTCLAIR**, a California municipal corporation, to be addressed at 5111 Benito St. , , Montclair, CA 91763 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article 2. RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property in the immediate vicinity South of Mile Post 517.37, Alhambra Subdivision, North of Mile Post 34.98, Los Angeles Subdivision, at or near Montclair, California, for the purpose of drilling one geotechnical boring, at one of the three (3) location possibilities as shown on the attached Ex. A. Borings shall be no closer than 51' South of the Alhambra Subdivision tracks and 60' North of the Los Angeles Subdivision Tracks. Said boring shall be drilled using a truck-mounted drilling rig, boring with a diameter of 8 inches, and depth no more than 120 below existing grade. Boring shall be backfilled with a mixture of soil cuttings and cement. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article 4.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE; RAILROAD REPRESENTATIVE.

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Track Maintenance of the Railroad or his authorized representative (hereinafter the Railroad Representative):

REMY L. STEFFER
MGR TRACK MNTCE
3335 NEWPORT DR.
LAKE HAVASU CITY, AZ 86406
Cell Phone: 210 232-6546

JOSE D. GARCIA
MGR SIGNAL MNTCE
2015 S WILLOW
BLOOMINGTON, CA 92316
Cell Phone: 323 312-9382
Internet Addr: jdgarcia@up.com

Article 5. TERM; TERMINATION.

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until 45 days thereafter, unless sooner terminated as herein provided, or at such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article 6. CERTIFICATE OF INSURANCE.

A. Before commencing any work, the Licensee will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement.

B. Union Pacific should be listed as certificate holder and all insurance correspondence shall be directed to: Union Pacific Railroad Company, Director (Attn.: Sarah Brower - Folder No.02935-96), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, the Licensee shall telephone the Railroad at **1-800-336-9193** (a 24-hour number) to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska and California only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article 9. LICENSE FEE.

Licensee shall pay, and Railroad shall accept, upon the execution and return of this instrument, the nonrefundable sum of **Two Thousand Dollars (\$2,000.00)** to cover Railroad's cost to prepare and administer this Agreement.

Flagging charges are not included in the sum recited in the preceding paragraph, and will be billed separately, if incurred.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
Federal Taxpayer I.D. #94-6001323

CITY OF MONTCLAIR

By: _____
Sarah J. Brower
Assistant Manager
Real Estate

By: _____
Title: _____

(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)

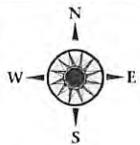
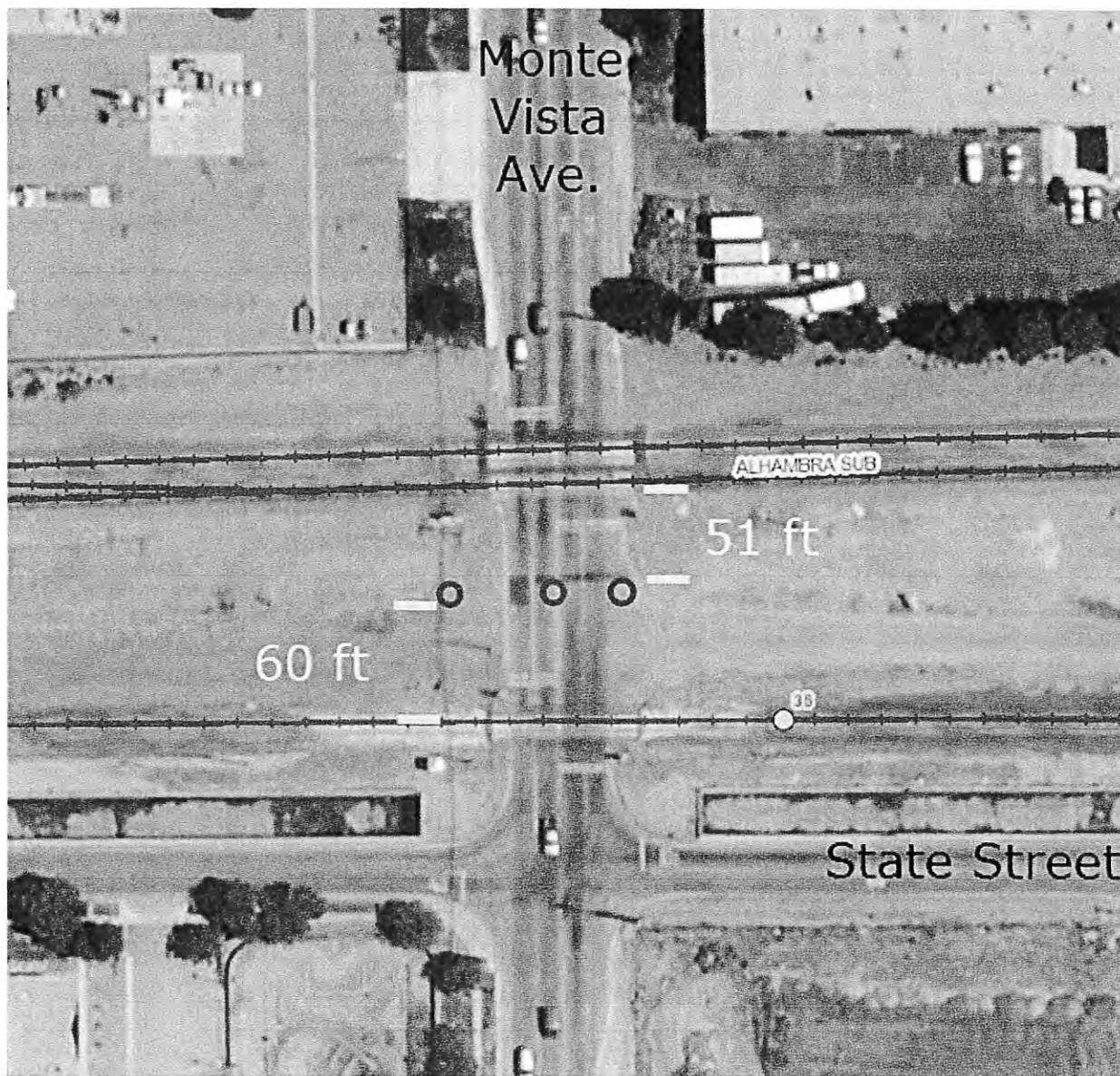


EXHIBIT A - RAILROAD LOCATION PRINT
ACCOMPANYING A
RIGHT OF ENTRY AGREEMENT



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.

Licensor: UNION PACIFIC RAILROAD COMPANY
Licensee: CITY OF MONTCLAIR

(South of) Mile Post 517.37 - Alhambra Subdivision
(North of) Mile Post 34.98 - Los Angeles Subdivision

Date: October 26, 2015

Folder 2935-96

EXHIBIT B

Section 1 - NOTICE OF COMMENCEMENT OF WORK – FLAGGING.

The Licensee agrees to notify the Railroad Representative at least Ten (10) days in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

a. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

b. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3 - NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

Section 4 - PERMITS.

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

Section 5 - MECHANIC'S LIENS.

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and

all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 6 - FIBER OPTIC CABLE SYSTEMS.

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 7 - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 8 - SAFETY INSTRUCTIONS.

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

a. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

b. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

c. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 9 - INDEMNITY.

a. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

b. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

c. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 10 - RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

Section 11 - WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 12 - ASSIGNMENT – SUBCONTRACTING.

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

EXHIBIT C

Union Pacific Railroad Contract Insurance Requirements

Right of Entry Agreement

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26, (or substitute form(s) providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSEE AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

I. Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

J. Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION OF A \$1,169.09 APPROPRIATION FROM THE CONTINGENCY FUND TO PURCHASE A REPLACEMENT REFRIGERATOR FOR FIRE STATION NO. 152 FROM BEST BUY

DATE: November 2, 2015

SECTION: ADMIN. REPORTS

ITEM NO.: 5

FILE I.D.: EQS215-05

DEPT.: FIRE

REASON FOR CONSIDERATION: The City Council is requested to consider authorizing a \$1,169.09 appropriation from the Contingency Fund to purchase a replacement refrigerator for Fire Station No. 152 from Best Buy.

BACKGROUND: Fire stations are equipped with kitchens and refrigerators for each shift because of the 24-hour shift schedule that Firefighters work. The refrigerators at Fire Station No. 152 were manufactured in 1990, and one of these refrigerators has developed an internal water leak. According to the City's Facilities and Grounds Superintendent it would be more cost-effective to purchase a new refrigerator rather than repair the old one.

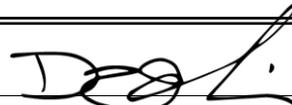
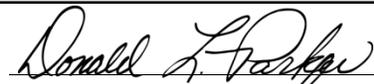
Bid quotations for one (1) Frigidaire 25.6 cubic feet refrigerator were received from the following vendors:

<i>Vendor</i>	<i>Bid Amount</i>
Howard's Appliance	\$ 1,286.92
Home Depot	\$ 1,266.74
Best Buy	\$ 1,169.09

Staff recommends the refrigerator be purchased from Best Buy as the lowest responsive bidder.

FISCAL IMPACT: The cost to purchase a replacement refrigerator for Fire Station No. 152 is \$1,169.09. Best Buy offers free delivery and disposal of the old refrigerator. Should the City Council approve this item, \$1,169.09 would be transferred from the Contingency Reserve Fund to the General Operating Fund and appropriated in the Buildings & Grounds Household Expenses Account No. 1001-4536-51110-400 to pay for the purchase.

RECOMMENDATION: Staff recommends the City Council authorize the transfer and appropriation of \$1,169.09 from the Contingency Reserve Fund to the General Operating Fund to accomplish the purchase of a replacement refrigerator for Fire Station No. 152 from Best Buy.

Prepared by:  Fiscal Impact Finance Review: 

Proofed by:  Reviewed and Approved By: 

CITY OF MONTCLAIR BID QUOTATION FORM

Department Fire Department **Date** 10/26/2015

Purchase Requisition No. _____

Item(s) Description: Purchase Refrigerator for Station 152

Reason for Purchase: More cost-effective to purchase new unit than repair an old one.

Employee Obtaining Quotes Dave Corbin

VENDORS CONTACTED

BID QUOTES*

(1) NAME	<u>Howard's</u>		1,286.92	
	ADDRESS <u>1458 W 7th St, Upland, CA 91786</u>		0.00	
	PHONE NO. <u>(909) 949-8584</u>	NAME OF REP. _____	Subtotal	1,286.92
	COMMENTS _____		Tax	102.95
			Shipping	0.00
			Labor	0.00
			Total	1,389.87
(2) NAME	<u>Home Depot</u>		1,266.74	
	ADDRESS <u>Mountain Square, 250 S Mountain Ave, Upland, CA 9</u>		0.00	
	PHONE NO. <u>(909) 949-4119</u>	NAME OF REP. _____	Subtotal	1,266.74
	COMMENTS _____		Tax	101.34
			Shipping	0.00
			Labor	0.00
			Total	1,368.08
(3) NAME	<u>Best Buy</u>		1,169.09	
	ADDRESS <u>8960 Central Ave, Montclair, CA 91763-1619</u>		0.00	
	PHONE NO. <u>(909) 621-7156</u>	NAME OF REP. _____	Subtotal	1,169.09
	COMMENTS _____		Tax	96.45
			Shipping	0.00
			Labor	0.00
			Total	1,265.54

*Quotations are to include tax and delivery charges

RECOMMENDED VENDOR AND JUSTIFICATION

MFD A-4

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**Frigidaire - Gallery
25.6 Cu. Ft. Side-by-Side Refrigerator - Pearl**

Model: FGHS2631PP

Delivery FREE

See earliest delivery date and what's included
Schedule in a later step.

Only Available for Delivery

\$1,079.99
ON SALE
Reg: \$1,199.99
You Save: \$120.00

1
Remove

WE FIX IT OR REPLACE IT

Normal Wear & Tear • Power Surges [Plan Details](#)

None Selected

3-Year Standard Geek Squad Protection **\$99.99**

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No Protection Plan

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Estimates calculated for 91784

Product Total \$1,079.99

Delivery FREE

Estimated Sales Tax Not calculated *3.25%*

Estimated Order Total \$1,079.99 *=> 1,169.48*

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Page 1 of 3



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	How To Get It	Unit Price	Quantity	Item Total
 <p>Frigidaire Gallery 36 in. W 26 cu. ft. Side by Side Refrigerator in White Model # FGHS2631PP</p> <p>Parts & Services (Edit)</p> <p>The Home Depot Protection Plan Manufacturer's Standard Warranty</p>	Delivery	\$1,079.10 \$1,199.00 Save 10% Price Valid 10/01/2015 - 10/28/2015	1	\$1,079.10 ADD TO LIST REMOVE
		Included		Included

Appliance Delivery

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Custom Blinds:
1-800-921-2119

Major Appliances:
1-877-946-9843

Call 7 days a week - 6 a.m. to 2 a.m. EST

Appliance Subtotal	\$1,079.10
Appliance Delivery	FREE
Sales Tax (determined in later step)	----
Estimated Subtotal	\$1,079.10
You Saved	\$119.90

+ 15 Fee Hand-Away

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 \$1,199.00
 Item(s): 1

Place a Phone Order: **844-HOWARDS**

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- Air Conditioners
 - Grills
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60-Day Price Guarantee **+** Free Appliance Haul-Away **+**

Delivery - 6 Days a Week!

Your Shopping Cart

Model	Qty	Remove	Price	Total Price
FGHS2631PP Frigidaire GALLERY™ FGHS2631PP 26' Dispenser Refrigerator **Free Installation** More Details White	1	<input type="checkbox"/>	\$1,199.00	\$1,199.00

Clear Cart
Continue Shopping
Update

Shipping Options
 Calculate Tax and Shipping Charges

Calculate

- Deliver and Drop Off: \$49.95
- Free Local Pickup

Sub-Total : \$1,199.00

Delivery :

Delivery is not currently available to your area

\$1,199.00

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** November 2, 2015
SECTION: ADMIN. REPORTS
ITEM NO.: 6
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 November 2, 2015, and the Payroll Documentation dated October 18, 2015, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated November 2, 2015, totals \$1,378,717.65. The Payroll Documentation dated October 18, 2015, totals \$565,165.97 gross, with \$398,712.16 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. 15-22 WITH MATRIX AUDIOVISUAL DESIGNS, INC., FOR THE FURNISHING, REPLACEMENT, AND INSTALLATION OF NEW MICROPHONES AND AUDIO EQUIPMENT IN THE CITY COUNCIL CHAMBERS	DATE: November 2, 2015 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: COM025 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: The existing microphones and audio equipment used in the City Council Chambers are operationally deficient resulting in declining quality of audio recordings and amplification of sound. This has led to discussions that are often muffled and inaudible. The age of the microphones and audio equipment makes further repair difficult as components and parts are difficult to acquire, and previous attempts at repair have proven ineffective.

As a result, staff is recommending entering into an agreement with Matrix Audiovisual Designs, Inc., for the replacement and installation of new microphones and audio equipment in the City Council Chambers.

A copy of proposed Agreement No. 15-22 between the City of Montclair and Matrix Audiovisual Designs, Inc., for the furnishing, replacement, and installation of new microphones and audio equipment in the City Council Chambers is attached for the City Council's review and consideration.

BACKGROUND: The City Council Chambers is used by elected officials, staff, and the public to conduct official City business and host public forums. The Council Chambers routinely hosts City Council, Planning Commission, Community Action Committee, and Oversight Board Review meetings, as well as other governmental and civic groups, and homeowners' association meetings.

The current microphones and audio equipment were installed in 2008 during the renovation and upgrade of the technologies in the City Council Chambers. The Taiden system, the operating system for the microphones and audio equipment, has been routinely experiencing technical problems for the past several years. These problems include sound fluctuations, microphones stalling, background noises, and a host other issues that interrupt the regular decorum of meetings held in the City Council Chambers. Given the significance of the events held in the City Council Chambers, it is imperative that that the microphones, audio equipment, and operating system be able to reinforce and record events in a discernible and audible manner.

Staff has met with several professionals with audio and acoustic backgrounds to address the current audio technical issues. Upon, a full review and testing of the

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

microphones, audio equipment, and Taiden system it was determined that the equipment and operating system be replaced with a newer fully functional audio and operating system, and that new microphones and speakers be purchased.

After, reviewing several types of microphones, audio equipment, and operating systems, staff determined that the Audio Technica operating system would be a good candidate to replace the existing Taiden system. Staff further tested several types of microphones and audio equipment compatible with the Audio Technica operating system and determined that utilizing Audio Technica microphones and audio equipment would be a better choice versus choosing equipment from another manufacturer. These would likely reduce the compatibility issues that currently plague the existing microphones, audio equipment, and operating system.

Staff submitted Requests for Quotes (RFQs) to several audio equipment firms that utilize Audio Technica microphones, audio equipment, and operating system, and has determined that only the following three firms meet the necessary criteria set forth in the RFQ to warrant consideration as a possible vendor for the replacement of the exiting microphones, audio equipment, and Taiden system.

These firms provided demonstrations of their solutions, capabilities, and experience with Audio Technica microphones, audio equipment, and operating system. The following are the estimated quotes from each firm for the furnishing, replacement, and installation of the Audio Technica microphones, audio equipment, and operating system:

Enko Systems	\$27,450.00
Matrix Audio Visual Systems	\$20,096.76
GST Technology	\$18,765.53

After careful consideration of each proposal, staff has selected Matrix Audio Visual Designs, Inc., as the best option. Matrix Audio Visual Designs, Inc.'s qualifications, customer service, estimated price point, and extensive experience in repurposing and installing microphone and audio equipment systems set the company apart from the other firms. In particular, the ability to refurbish the existing microphones and audio equipment system set Matrix Audio Visual Designs, Inc., apart from its closest priced competitor GST Technology.

Matrix Audio Visual Designs, Inc.

Matrix Audio Visual Designs, Inc., has been in business since 1991 and is an audio, video, lighting, and control systems design and integration firm located in Burbank, California. Matrix Audio Visual Designs, Inc. has experience integrating technology solutions for residential applications, private businesses, educational institutions, houses of worship, military, and government agencies. Matrix Audio Visual Designs, Inc., is dedicated to providing the highest quality audiovisual system integrations for all budgets.

Over the past twenty years, Matrix Audio Visual Designs, Inc., has serviced many clients from government to education to defense to residential. Every design and installation is given the utmost care and attention.

Matrix Audio Visual Designs, Inc., is the preferred vendor for this project because they were awarded the last contract to upgrade the microphones and audio equipment in the City Council Chamber. This provides Matrix Audio Visual Designs, Inc. with an in depth understanding of the unique audio requirements of the City Council Chambers.

Scope of Work

As part of the scope of work, Matrix Audio Visual Designs, Inc., shall provide, develop, install, and integrate control systems for the Audio Technica microphones, audio equipment, and operating system. Matrix Audio Visual Designs, Inc., will consult with staff in order to review and evaluate the related plans and systems requirements for the project and ensure that staff is involved in every step of the process.

The furnishing, refurbishment, and installation of microphones, audio equipment, and operating system would occur in the following stages:

- ✓ Removal of existing microphones, audio equipment, and Taiden system.
- ✓ Installation of thirteen (13) 18" gooseneck microphones. Seven (7) Gooseneck microphone will be installed at the dais with remaining six (6) on two staff desks.
- ✓ Installation of nine (9) small format (4.5") loudspeakers for local sound reinforcement. Seven (7) of the loudspeakers will be installed at the dais one (1) for each council member and two (2) shall be installed one at each staff desk.
- ✓ Installation of small format amplifiers to power the loudspeakers at the dais and staff desks.
- ✓ Installation and programming of a new microphone and audio system to process audio signals
- ✓ Reprogramming of the existing Crestron control system to interface with the Audio Technica microphone, audio equipment, and operating system.

Additionally, Matrix Audio Visual Designs, Inc., is including a sixty (60) day complete satisfaction guarantee. If after the sixty (60) day period, City Council and staff are not satisfied with the Audio Technia microphones, audio equipment, and operating system, then Matrix Audio Visual Designs, Inc., will remove all equipment and restore the prior microphones, audio equipment, and Taiden system at no charge.

Staff recommends the City Council adopt proposed Agreement No. 15-22 based on the in depth understanding of the unique audio requirements of the Council Chambers and the firms experience with Audio Technica microphones, audio equipment, and operating system.

FISCAL IMPACT: Approval of Agreement No. 15-22 between the City of Montclair and Matrix Audiovisual Designs, Inc. would result in a cost to the City of \$20,096.70 payable from the Technology Reserve Fund, which was established in Fiscal Year 1999-2000 to fund unanticipated and planned major technology upgrades.

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

1. Approve Agreement No. 15-22 with Matrix Audio Visual Designs, Inc., for the furnishing, replacement, and installation of new microphones and audio equipment in the City Council Chambers.
2. Authorize the City Manager to execute all documents on behalf of the City of Montclair in relation to implementation of Agreement No. 15-22.
3. Authorize a \$20,096.70 transfer from the General Fund Technology Reserve to the General Operating Fund, Account No. 1001-4316-62010-400-00000, for costs associated with the purchase of new microphone and audio equipment.

The Agreement ("Agreement") is entered into between the following parties ("the Parties"): CITY OF MONTCLAIR (*hereinafter* "Owner") located at 5111 Benito Street Montclair, CA 91703 and MATRIX AUDIO VISUAL DESIGNS, INC. (*hereinafter* "AV Contractor") located at 2525 W. Burbank Blvd. Burbank, CA 91505.

In consideration of the mutual execution of this Agreement and the promises made in the Agreement by the Parties, the Parties agree as follows:

For this Project:

Project Name: City of Montclair – Council Chambers Audio Upgrade (*hereinafter* "Project")

Description of Project: Audio system upgrade – Removal of the Taiden System

Job Site Address: 5111 Benito Street, Montclair, CA 91763

Today's Date: 02/04/2015

Revised Date: 03/18/2015

With a Contracted Value of: Nineteen Thousand Seven Hundred Seventy Five Dollars and Five Cents (\$19,775.05), which represents the total price of all Equipment, Software, Work, and other components comprising the System, **including 8.25% and Excludes Owner Furnished Products**, provided that the Purchase Price amount may be adjusted in accordance with the terms and conditions contained herein relating to the costs, including variation or modification thereof, of the Equipment, Software, System, and/or Work.

1. COMPLETE AGREEMENT

- 1.1. This Agreement shall not be binding upon AV Contractor, unless signed by an authorized representative of the Owner and signed by an officer of AV Contractor. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Owner and AV Contractor have the legal power, right, and actual authority to bind Owner and AV Contractor to the terms and conditions hereof and thereof.
- 1.2. Neither the Owner nor AV Contractor shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such an event, the lender shall assume the Owner's rights and obligations under this Agreement - AV Contractor shall execute and take all steps reasonably necessary to facilitate such assignment.
- 1.3. This Agreement, including attachments mentioned in the body as incorporated by references, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this Agreement. This is an integrated agreement.
- 1.4. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- 1.5. This Agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.
- 1.6. The Parties agree to act in good faith and to cooperate fully with each other in carrying out the intent of this Agreement, and for that purpose agree to execute all additional documents as may prove reasonably necessary to accomplish that intent.
- 1.7. The Parties agree that the laws of the State of California shall be utilized in construing this Agreement and in enforcing the rights and remedies of the Parties. Any litigation arising out of a dispute concerning the Agreement shall be litigated in Los Angeles, California. The Parties agree to venue in that jurisdiction for all such disputes concerning this Agreement.
- 1.8. If any suit or action or other proceeding is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing Party in such suit or action or other proceeding shall be entitled to an award against the other Party for the prevailing Party's reasonable attorney's fees and costs incurred both at trial and on any appeal.
- 1.9. This Agreement shall inure to the benefit of and shall be binding upon each of the Parties here and their respective agents, representatives, executors, administrators, trustees, personal representatives, partners, directors, officers, shareholders, agents, attorneys, insurers, employees, representatives, predecessors, successors, heirs and assigns.
- 1.10. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.
- 1.11. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all Parties had signed the same document. All of such counterparts shall be construed together with and shall constitute one agreement, but in making proof, it shall only be

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necessary to produce one such counterpart. A facsimile transmission shall be as valid and enforceable as an original.

2. AV CONTRACTOR'S RESPONSIBILITIES

- 2.1. The AV Contractor's services shall be performed in accordance with the degree of professional skill and care required by applicable law and as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.
- 2.2. The AV Contractor shall submit for the Owner's approval a schedule for the performance of the AV Contractor's services (per Section 15) which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the AV Contractor or the Owner.
- 2.3. The AV Contractor shall designate a representative authorized to act on behalf of the AV Contractor with respect to the Project. Insofar as it is reasonable, the same person shall remain consistent from Project inception until completion. This representative shall be referred to as the Project Manager.
- 2.4. The AV Contractor's work shall be neat and workmanlike and shall assign enough workers with the required skills and qualifications to the job to meet its schedule commitments as outlined at the signing of this document.
- 2.5. The AV Contractor shall coordinate and cooperate with other trades to ensure satisfactory work progress.
- 2.6. The AV Contractor shall, at its own cost and expense, comply with all State/Provincial and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements necessary for the prosecution of the Work.
- 2.7. The AV Contractor will install all equipment in accordance with the manufacturers' instructions unless otherwise approved by the Owner. Where these instructions are exceeded by any applicable national and local regulations, ordinances, and codes, such regulations, ordinances, and codes shall apply.
- 2.8. Upon completion of the Work, the AV Contractor shall remove from the site all unused materials, containers, and equipment. The AV Contractor will endeavor to protect all floors, walls, and other adjacent surfaces from stains, marring or other damage. The space shall be clean and undamaged.
- 2.9. The AV Contractor is not responsible for the operation or the performance of equipment supplied by others outside this contract. The AV Contractor does not warrant that equipment supplied by others either can be connected to or can work satisfactorily with our system, except as specified in this document.

3. OWNER'S RESPONSIBILITIES

- 3.1. The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Owner's objectives, schedule, constraints and criteria.
- 3.2. The Owner shall furnish to the AV Contractor, within 10 days after receipt of a written request, information necessary and relevant for the AV Contractor to evaluate, give notice of, or enforce lien rights.
- 3.3. The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or the designated representative shall render decisions in a timely manner pertaining to documents submitted by the AV Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the AV Contractor's services.
- 3.4. The Owner shall furnish the services, at the Owner's expense, of any and all consultants reasonably required for the proper execution of the Project as and when requested by the AV Contractor. The AV Contractor shall be entitled to rely upon the accuracy and completeness of any information provided by these consultants.
- 3.5. The Owner shall furnish all legal, accounting, and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests.
- 3.6. The Owner shall provide prompt written notice to AV Contractor if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in AV Contractor's proposal and/or quotation.
- 3.7. The Owner shall ensure that the Project is secure and set up for both pre-wiring and installation of the Equipment in accordance with the requirements of AV Contractor. The Owner shall be solely responsible for the Project site conditions, including the security, safety, and fitness of the areas in which AV Contractor's services are to be performed. The Owner warrants to AV Contractor that the Project site is adequate and sufficient to install, use, and store the Equipment.
- 3.8. At the time of signing of this Agreement, the Owner shall have identified and provide information to the AV Contractor of all other equipment and connections that will interface with the Equipment to be provided by the AV Contractor related to this Project, with the understanding that any omissions to the information provided to date may result in additional charges from the AV Contractor in order to accommodate such changes or omissions.
- 3.9. The Owner shall provide access to the Project site during normal business hours to allow AV Contractor to perform its services in a timely and orderly manner. Further, the Owner shall provide suitable and secure locations at the Project site for storage of the Equipment prior to installation.
- 3.10. The Owner shall provide a representative to accept delivery of equipment from the AV Contractor as required at the Project site, and shall remain liable for any loss or damage to the Equipment located at the Project site.

4. SCOPE OF SERVICES

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- 4.1. Within the context of this document, "Approve" means review of and comment on, existing conditions or design by others. "Design" means complete design service including drawings. "Specify" means establishment of criteria for design to be done by others.
- 4.2. The AV Contractor shall provide, develop, install, and integrate control system for the Project. The AV Contractor will consult with the Owner and Owner's representatives or authorized agents in order to review and evaluate the related architectural plans and systems requirements for the Project. The AV Contractor will make all recommendations or modifications as may be required in cooperation with the Owner, or others as directed by the Owner, and shall assist in finalizing a functional description of the system Scope to include schematic designs, design administration, preparation of a preliminary and final budget estimate of audio/visual system costs, attendance at progress meetings, and preparation of preliminary and final drawings and documentation.
- 4.3. The AV Contractor shall inspect audio/visual systems installed in the Project and will assist the Owner in the commissioning of the audio visual systems. The AV Contractor will make recommendations as to training, support, and maintenance of the audio/visual systems.
- 4.4. The specific Scope of Services for this Project are as follows:
 - Remove existing Taiden audio system.
 - Furnish and install (13) new 18" gooseneck microphones with base which includes mute switch. (7) Gooseneck microphone to be installed at the dais with remaining (6) on two staff desks.
 - Furnish and install (1) 18" gooseneck microphone at the lectern with shock mount.
 - Furnish and Install (9) small format (4.5") loudspeakers for local sound reinforcement. Seven of the loudspeakers will be installed at the dais one for each council member and two shall be installed one at each staff desk.
 - Furnish and install small format amplifiers to power the loudspeakers at the dais and staff desk.
 - Furnish, install and program a new DSP system to process the audio signal.
 - Furnish and install all cabling necessary to provide a turnkey system.
 - Program the Crestron control system to interface with the new DSP system. Option I includes the ability to make phone calls with the system speaking through the microphones and remote audio projecting through the loudspeakers. Option II eliminates this feature.
 - **Extend system labor warranty for a period one year at no additional charge. This includes labor to remedy issues with the AV equipment in the equipment rack, cameras and the dimming system valued at \$7,500.00.**
 - **Complete satisfaction guaranteed. No payment will be requested until complete satisfaction is reached by using the system for a period of 60 days. Once satisfied complete payment will be requested and is due on the 60th day. If Owner is not satisfied the system will be restored with the Taiden system at no charge.**

5. INTELLECTUAL PROPERTY

- 5.1. The Parties agree that AV Contractor shall be solely entitled to all patent rights and all copyrights to any products, tools, devices, manuals, plans, drawings, customized programs and software, and anything else subject to patent or copyright (the "Intellectual Property") invented, generated, developed, or otherwise produced by AV Contractor or its agents, representatives, employees, and subcontractors in connection with the performance of the Services, and shall at all times remain the property of the AV Contractor. The Parties hereto intend and agree, however, that the AV Contractor shall grant a perpetual, non-exclusive, non-transferable license to any and all products, tools, devices, manuals, plans, drawings, customized programs, and software for the life of the Project; provided, however, that:
 - 5.1.1. Such license shall be non-transferable by the Owner without the prior written consent of AV Contractor, and shall be exercised by the Owner solely for the Owner's benefit in direct connection with the Project following the date of this Agreement;
 - 5.1.2. Licensing rights as outlined shall require the express written permission of the AV Contractor in order to reproduce or distribute to any other third party any or all of the above mentioned drawings, plans, specifications, reports, and other documentation; and
 - 5.1.3. The AV Contractor shall maintain rights to all such software source codes, drawings, plans, specifications, reports, and other documentation, for use in connection with the conduct of the AV Contractor's ordinary course of business, without any compensation or payment of any kind or nature being made to the Owner in connection with such use.
 - 5.1.4. The AV Contractor shall provide the Owner with current copies of all software upon request; these shall be for archival and administrative purposes only.
 - 5.1.5. Notwithstanding the foregoing, as consideration for the limited licensing rights in connection with the above, the Owner hereby agrees to:
 - 5.1.5.1. Use its best efforts to promote and credit AV Contractor's integral role in connection with the completion and operation of the Project, which efforts shall include, without limitation, the advertisement and promotion, whenever and wherever reasonably possible, of Supplier as the designer, provider, and supplier of the technology used in connection with the Project.
 - 5.1.5.2. Permit AV Contractor to cite the Project, together with AV Contractor's role, relative to the design technology developed and used in connection therewith, for purposes of AV Contractor's advertising, marketing, and public relations efforts.

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6. DISPUTE RESOLUTION

6.1. MEDIATION

- 6.1.1. In the event that any claim, dispute, or other matter in question arises out of or relates to this Agreement, Owner and AV Contractor shall first attempt resolution of same via mediation prior to seeking resolution through arbitration and/or initiating legal proceedings. If such a matter relates to or is the subject of a lien arising out of AV Contractor services, AV Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- 6.1.2. The Owner and AV Contractor shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the Parties mutually agree otherwise, shall be in accordance with the procedures of an established national, regional, or local mediation service. Request for mediation shall be filed in writing with the other party to this Agreement and with such mediation service.
- 6.1.3. Parties shall mutually agree in writing as to the particular mediation service and/or mediator to conduct and/or officiate the mediation process. The Parties shall share the mediator's fee and equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

6.2. ARBITRATION

- 6.2.1. Any dispute or disagreement arising between the Parties in connection with this Agreement which is not settled to the mutual satisfaction of the Parties by the mediation process above within sixty (60) days (or such longer or shorter period as may be mutually agreed upon) from the date that either party initiates a formal mediation request may be settled by non-binding arbitration.
- 6.2.2. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such a claim dispute or other matter in question would be barred by the applicable statute of limitations.
- 6.2.3. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, AV Contractor, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent arbitration to any claim, dispute, or other matter in question not described in the written consent or with a person or entity not there named or described. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by Parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction over it.
- 6.2.4. The Parties agree that the arbitrator(s) shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator(s) have the authority to award punitive or exemplary damages.
- 6.2.5. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction.
- 6.2.6. The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the Parties unless the award otherwise provides. Each party shall bear the cost of preparing and presenting its case.

6.3. LEGAL PROCEEDINGS

- 6.3.1. In the event any dispute or disagreement arising between the Parties in connection with this Agreement which is not settled to the mutual satisfaction of the Parties by the mediation process above within sixty (60) days (or such longer or shorter period as may be mutually agreed upon) from the date that either party initiates a formal mediation request, legal proceedings may be initiated by the allegedly offended party.
- 6.3.2. The prevailing party in any legal proceedings arising out of or related to this Agreement, shall be entitled to any and all costs, expenses, fees, and attorneys' incurred in such legal proceedings including but not limited enforcement of any judgment(s) obtained via same proceedings. Whether Owner or AV Contractor is prevailing party in such legal proceedings will be determined in accordance with California law.
- 6.3.3. Parties to this Agreement agree that any legal proceedings arising out of and/or related to this Agreement shall be limited to the jurisdiction and venue of Los Angeles County, State of California.

7. PERMITS

- 7.1. The Owner shall bear at its own cost all consents, licenses, permits, approvals, authorizations, and inspections from local government authorities, agencies, or officials required for the prosecution and completion of the Work and the delivery of the System as obtained by either the Owner or the AV Contractor in relation to this Project.

Initials: _____

- 7.2. Where such consents, licenses, permits, approvals, authorizations, and inspections are obtained by the AV Contractor, such costs shall be considered in addition to the approved contract cost, and shall be subject to a 15% administration fee above and beyond the cost paid by the AV Contractor.

8. Exclusions and Assumptions

- 8.1. Exclusions
- 8.1.1. Patch work
 - 8.1.2. Painting
 - 8.1.3. Bonding – 3%
 - 8.1.4. Overtime and/or shift work
 - 8.1.5. Prevailing wage
 - 8.1.6. Certified payroll
 - 8.1.7. Fees and permits
 - 8.1.8. Parking
 - 8.1.9. All cabling within walls and ceiling shall be plenum rated.

9. REPRESENTATIONS

- 9.1. The AV Contractor is not, and does not represent to be, a licensed architect, electrician, electrical engineer, mechanical engineer, or structural engineer and shall not perform, nor be responsible for the performance of, the work of such persons. All information, drawings, schematics, specifications, or other documents containing references to, or depictions of, architectural, electrical, or mechanical attributes which are supplied to the Owner by the AV Contractor hereunder will be provided for the sole purpose of indicating the AV Contractor's suggestions related to the Work, and the AV Contractor shall have no liability whatsoever, including liability for the Owner's reliance thereon, except as such information, drawings, documents, specifications, or other documents may relate to the performance of the System.
- 9.2. The Owner's signing and delivery of this Agreement and its performance of its obligations hereunder:
- 9.2.1. Have been duly authorized by all necessary corporate action;
 - 9.2.2. Do not conflict with any terms or conditions of its Certificate of Incorporation or By-laws;
 - 9.2.3. Do not violate any law, regulation, order, judgment or decree by which it may be bound; and
 - 9.2.4. Will not violate or result in a breach, acceleration, or default under any agreement or understanding to which it is a party or by which it may be bound which will materially affect its ability to perform its obligations hereunder.
- 9.3. When signed and delivered by the Owner, this Agreement will constitute the legal, valid and binding obligation of the Owner, and will be enforceable against it in accordance with its terms and conditions, subject only to the rights of creditors under applicable laws relating to bankruptcy or the relief of debtors.

10. TERM & TERMINATION

- 10.1. The term of this Agreement will be from the Effective Date until completion of the Work and payment of the Purchase Price, except as otherwise provided for herein.
- 10.2. Except as otherwise provided for herein, either party may terminate this Agreement upon notice in writing to the other in the event that such other party shall breach or be in default of any of the covenants, obligations, warranties, representations, terms, or conditions of this Agreement in a material manner (a "Default") and such other party fails to remedy such Default within thirty (30) days after notice thereof from the party not in default; provided that where a remedy will reasonably require greater than thirty (30) days to complete, the non-defaulting party may terminate this Agreement if the defaulting party does not start to remedy the Default within the thirty (30) day period, or, once started, fails to diligently proceed with and complete the remedy. Such notice shall provide in reasonable detail the basis upon which the Default is claimed.
- 10.3. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under applicable bankruptcy legislation or any other applicable statute relating to insolvency or the protection of rights of creditors, then the other party may terminate this Agreement.
- 10.4. In the event the AV Contractor terminates this Agreement pursuant to either paragraph 10.2 or 10.3 of this Section, then all licenses granted by AV Contractor to the Owner shall immediately terminate and the Owner shall immediately discontinue use of any Software furnished hereunder and return to the AV Contractor all copies of such Software and any Confidential Information furnished hereunder.

Initials: _____

11. ADDITIONAL COSTS

- 11.1. The following costs shall be borne by the Owner in addition to the approved contract cost, and shall be billed in full plus an administration fee of 15% at the completion of the Project:
 - 11.1.1. Parking
 - 11.1.2. Equipment Storage (under the conditions defined within Section 16.7)
 - 11.1.3. Specifically requested Insurance other than as defined within Section 17
 - 11.1.4. Performance and Labor bonds
 - 11.1.5. Permits, licenses, approvals, and Inspections as defined within Section 7

12. PREVAILING TERMS

- 12.1. If any purchase order, acceptance, or other document is used by Purchaser in connection with the purchase of the System, then notwithstanding any provisions therein contained to the contrary, the terms of all such documents shall be governed by the provisions of this Agreement and any terms thereof which are inconsistent with, different from, or in addition to, the provisions of this Agreement shall be null and void and of no force or effect.

13. CHARGES AND INVOICING

- 13.1. The Owner shall pay to AV Contractor the charges for the equipment, all labor, materials, and services as detailed by AV Contractor's proposal and revision along with any modifications and changes to same as outlined in any subsequent change orders.
- 13.2. All charges are inclusive of federal, State/Provincial and local sales, use, excise, utility, and gross receipts taxes and other similar tax-like charges, including tax-related surcharges, which the Owner agrees to pay. In the event the Owner provides the AV Contractor with a duly authorized tax exemption certificate, the AV Contractor agrees to exempt the Owner in accordance with the law; effective on the date exemption certificate is received by the AV Contractor.
- 13.3. The AV Contractor shall invoice the Owner for charges due under this Agreement as set forth herein. All invoices are due and payable within 30 days of the invoice date with the exception of the invoice for the Project initiation fees which is due and payable upon signing the Agreement. The Owner is responsible for meeting payment terms as listed below. The AV Contractor reserves the right to withhold delivery of products, installation, and maintenance services pending this payment.
- 13.4. All invoiced amounts that remain unpaid for more than 30 days shall be subject to a finance charge of 2.5% per month, computed from the date of invoice.
- 13.5. The Owner shall not make any deductions of any kind from any payment becoming due to the AV Contractor unless Owner shall have received an official credit memorandum from AV Contractor authorizing such deduction.
- 13.6. If the Owner fails to make any payment to AV Contractor as provided for herein, the AV Contractor may, upon 30 business days prior written notice to the Owner, suspend performance of the Work until such payment is received in full and the period of suspension shall be added to the time which AV Contractor has estimated to complete performance of same.
- 13.7. Payment terms and schedule are agreed as follows:

Below you will find our payment schedule. Matrix Audio Visual Designs is an integration firm we purchase equipment as needed per job basis. Thus our vendors need to be paid on time as equipment is delivered. We ask you to adhere to the following payment terms so in turn we can honor their payment schedule.

No payment shall be requested until system is used for a period of 60 days after completion. An invoice will be sent out once the project installation is complete for processing. Full payment shall be requested upon your satisfaction at the end of 60th day. If not satisfied the system will be restored with the Taiden system and no payment will be requested.

14. OWNERSHIP

- 14.1. All hardware shall remain the property of AV Contractor until final payment is received.
- 14.2. Upon delivery of any equipment to site, a representative of the Owner shall be required to sign for acceptance of such equipment.
- 14.3. From the point that any hardware is delivered to site, responsibility for the safekeeping and security of such equipment shall be borne by the Owner, who shall remain responsible for the cost of any repair or replacement of such equipment damaged or lost as a result of any actions taken by any individual other than in the direct employment of AV Contractor.

15. PROJECT SCHEDULE

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- 15.1. Time is of the essence in performance of this Contract. Both the Owner and the AV Contractor shall proceed with the work in a prompt and diligent manner in accordance with the current Project schedule.
- 15.2. The AV Contractor shall coordinate its work with the work of others on the site in a manner which will avoid conflict or interference with the work of AV Contractor and others and which will avoid delay in the completion of any part or the entire Project.
 - 15.2.1. The Owner recognizes that construction delays could affect the schedule for any given system, and shall advise AV Contractor immediately of any adjustments to the Project schedule that may have an impact on any system related to AV Contractor's Scope of Work. Upon presentation of a written request and cost adjustment, the Owner will review, in an expeditious manner, such charges as presented by AV Contractor to increase the likelihood of meeting the schedule.
- 15.3. AV Contractor will require various sign-offs and approvals throughout the design, engineering, and installation process. The AV Contractor, where applicable, shall provide the Owner with a required date of acceptance in order to maintain the agreed Project schedule. At that time, the Owner agrees to not unreasonably withhold its agreement for such documents. A minimum of 7 business days, where possible, shall be allotted by AV Contractor to allow for communication and response from the Owner without penalty to the schedule or Project.
- 15.4. AV Contractor shall not be liable for any default or delay caused by any third party impeding production or delivery of the products ordered. All promises of delivery are made in good faith and AV Contractor will make best efforts to fulfill them. However, if AV Contractor is unable to meet a scheduled delivery date, then AV Contractor shall not be liable for additional transportation charges incurred on the Owner's request to use a faster means of transportation.

16. DELAYS

- 16.1. Delays by other trades, Owner's schedules, approval of AV Contractor's drawings and submittals, change orders, or non-availability of specific equipment shall be cause for reasonable extensions of completion date.
- 16.2. The Owner's criteria will always be the AV Contractor's goal; however, no liability can be assumed for such delays.
- 16.3. Any delays due to performance of other trades and/or contractors or labor disputes/strikes related to trades outside AV Contractor's obligations under this Agreement will result in additional fees.
- 16.4. Identified shipping and delivery dates of Equipment are provided in good faith and represent AV Contractor's best estimate. If the manufacture, delivery, or installation of the Equipment is delayed, in whole or in part, through no fault of AV Contractor, including, but not limited to, Acts of God, terrorism, war, strikes, fire, and governmental acts, AV Contractor's performance time shall be extended and AV Contractor's compensation shall be adjusted due to such a delay.
- 16.5. AV Contractor shall not be liable for any default or delay caused by any third party impeding production or delivery of the products ordered.
- 16.6. Freight charges contained in this proposal, if any, are estimated to allow standard ground- based shipping methods. If expedited shipping is requested by the Owner, or is required in order to meet a scheduled delivery date, AV Contractor shall be additionally compensated for additional transportation charges incurred on the Owner's behalf.
- 16.7. If the Owner requests a delay in the shipment or installation of Equipment that has already been ordered or manufactured, AV Contractor upon receiving that Equipment may place the identified Equipment in storage at the Owner's expense.
- 16.8. The Owner shall pay the storage charges upon acceptance.
- 16.9. If the Owner requests a delay in the shipment or installation of Equipment before the Equipment has been ordered or manufactured, the Owner shall pay any increases in the Equipment's price occurring prior to the date of subsequent release of order by AV Contractor.
- 16.10. Notwithstanding any provision to the contrary in this Agreement, if the Owner requests a delay, or if for any reason the Project is suspended for thirty (30) consecutive days, the Owner shall compensate AV Contractor within 15 days of the date of notification of request of delay by Owner or within 15 days of the thirtieth (30th) day of suspension,
 - 16.10.1. The full price of services performed prior to the request or suspension, and
 - 16.10.2. The full price of all Equipment ordered and applicable storage charges.
- 16.11. When the Project is resumed, AV Contractor shall be compensated for expenses incurred in the interruption and resumption of AV Contractor's services. AV Contractor's fees for the remaining services and the time schedules shall be equitably adjusted.
- 16.12. If the Project is suspended or AV Contractor's services are suspended for more than 60 consecutive days, AV Contractor may terminate this Agreement by giving not less than 15 days' written notice.

17. INSURANCE

- 17.1. The AV Contractor shall, at its own expense, carry all workers compensation insurance to protect AV Contractor's employees and comprehensive general liability insurance necessary for the protection of the AV Contractor and the Owner.
- 17.2. This will cover injury to persons or property arising from acts of the AV Contractor during the progress of the work.
- 17.3. Any sub-contractors will be required to provide similar insurance coverage.

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- 17.4. The Owner shall obtain and pay for insurance against injury to its own employees, if any, and persons on the site at the Owner's direction.
- 17.5. The AV Contractor shall not be responsible for any on site damage solely caused by the Owner or his agents, or by Acts of God beyond the control of the AV Contractor.
- 17.6. The AV Contractor shall submit a Certificate of Insurance naming the Owner as additional insured upon written request by the Owner.

18. LIMITATION OF LIABILITY

IN NO EVENT SHALL AV CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES; LOSS OF REVENUE OR PROFIT; OR LOSS, DAMAGE OR DESTRUCTION OF DATA OR PROPERTY INCLUDING SOFTWARE PROBLEMS EXPERIENCED BY OWNER IN SOFTWARE PACKAGES OR DATABASES IN PLACE PRIOR TO THE INSTALLATION OF ANY SOFTWARE HEREUNDER AND INCLUDING ANY ELECTRICAL DAMAGE OR ELECTRICAL PROBLEMS THAT MAY OCCUR AS A RESULT OF ANY OF THE USE OF THE EQUIPMENT OR INSTALLATION OR MAINTENANCE SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT; REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF AWARE OF THE POSSIBILITY THEREOF. AV CONTRACTOR'S LIABILITY FOR DAMAGES FOR BREACH OF THE AGREEMENT OR ARISING IN ANY OTHER RESPECT OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE MONIES PAID TO AV CONTRACTOR BY OWNER FOR THE ITEM(S) OF EQUIPMENT OR SERVICE GIVING RISE TO THE CAUSE OF ACTION; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO PERSONAL INJURY, INCLUDING DEATH OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AV CONTRACTOR. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE THAT ALL OF ITS DATA FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. AV CONTRACTOR WILL NOT BE RESPONSIBLE FOR THE OWNER'S FAILURE TO DO SO, OR FOR THE COST OF RECONSTRUCTION DATA STORED ON DISK FILES, TAPES, MEMORIES, ETC., WHICH IS LOST DURING THE COURSE OF PERFORMANCE OF AV CONTRACTOR HEREUNDER.

19. FORCE MAJEURE

- 19.1. AV Contractor shall not be deemed in breach of contract, negligent, at fault, or liable for any delay or failure of performance resulting from Acts of God, war, accidents, riots, terrorism, civil insurrection, labor disputes, strikes or any other cause not the fault of and beyond the reasonable control of AV Contractor; provided, that AV Contractor will give the Owner prompt notice of the delay in sufficient detail to permit the Owner the opportunity to minimize the effect of such delay, if practicable.

20. WARRANTY

- 20.1. All equipment furnished by AV Contractor shall be accompanied by each manufacturer's standard warranty. AV Contractor shall be solely responsible for seeing that warranty repairs are made.
- 20.2. In addition to the standard manufacturer's warranty, AV Contractor warrants that all Equipment and installation shall be fit for its intended purpose as outlined in the Statement of Work and free from defects in materials and workmanship for one year after Substantial Completion.
- 20.3. Notwithstanding the foregoing, AV Contractor's warranty obligations shall not apply to the extent that the Equipment has been subjected to abuse, unauthorized modifications or alterations, improper maintenance, unauthorized or improper repair and misuse, including, but not limited to, operating the Equipment outside of its environmental, performance, electrical, temperature, or humidity specification.
- 20.4. For any services covered under the AV Contractor's one (1) year warranty, AV Contractor shall be the sole source utilized for repairs. The Owner agrees to provide access for any scheduled or requested services of the System or Equipment. If the Equipment is not available during the scheduled time, AV Contractor may charge the Owner its normal trip charge and, if asked to wait on-site, AV Contractor's current published hourly rates for standing by until the Equipment is made available or until instructed to return at another time.

21. DURATION OF WARRANTY

- 21.1. Except as otherwise provided by virtue of any manufacturer's warranty set forth in Paragraph 22.2, all warranties made herein by AV Contractor shall commence as of the execution of this Agreement, and shall remain in effect for a period of one (1) year following the achievement of Substantial completion, as outlined within Section 20 of this document, or first beneficial use, whichever occurs first.
- 21.2. In the event that the Owner desires to engage AV Contractor to perform and/or provide additional services and/or Project maintenance following the expiration of said one (1) year warranty period, AV Contractor shall submit to the Owner a quotation for an extended service and/or maintenance arrangement.

22. WARRANTY CLAIMS

- 22.1. Upon receipt of written notice from the Owner of any warranty claim pursuant to this Section, the Owner may, as its sole remedy against AV Contractor under this Agreement, require AV Contractor to correct any Services not conforming to the warranties set forth herein, or promptly repair and/or replace any deficient goods, materials, or equipment sold or provided by AV Contractor in connection herewith.

Initials: _____

- 22.2. The cost and expense of all such remedial work, so as to bring the Services in compliance with the warranties set forth herein, shall be borne solely by the AV Contractor.
- 22.3. AV Contractor's sole obligation in connection with this Section shall be limited to the correction and/or repair of any Services, or the repair and/or replacement of any goods, materials, or equipment sold or provided to the Owner in connection therewith, which do not conform to the warranties set forth herein.
- 22.4. AV Contractor shall assume no liability or expense for any corrections, repairs, or replacements except those performed by AV Contractor or its authorized agents, and AV Contractor shall not be liable for any expense or damages beyond the actual cost of correction, repair, or replacement as set forth in this Section. With respect to all repair and/or replacement obligations imposed upon AV Contractor pursuant to this Section, it shall be within the AV Contractor's sole discretion as to whether to repair or replace any deficient goods, materials, or equipment; which option shall in all events be accepted by the Owner so long as the deficient goods, materials, or equipment, as applicable, are made to conform to the warranties set forth by AV Contractor pursuant to this Section.
- 22.5. THE WARRANTIES SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS ARTICLE IV ARE EXCLUSIVE AND ARE ACKNOWLEDGED BY THE OWNER TO BE IN LIEU OF ALL SUCH OTHER REMEDIES AS MAY OTHERWISE BE AVAILABLE TO THE OWNER AT LAW OR IN EQUITY.

23. SUBSTANTIAL COMPLETION & ACCEPTANCE

- 23.1. Upon completion of installation and testing, notification will be transmitted by the AV Contractor to the Owner of such completion in the form of a Certificate of Substantial Completion.
- 23.2. A demonstration to the Owner of system functionality, in keeping with the Scope of Work as outlined herein, shall be scheduled within 7 days of such notification at a time mutually acceptable to both Parties.
- 23.3. During the demonstration, the Owner shall prepare a punch list of deficiencies; if any deficiencies are noted during the demonstration, these shall be noted on the Certificate of Substantial Completion.
- 23.4. AV Contractor and the Owner shall agree upon and identify any deficiencies that would prevent the Owner from having beneficial use of the System(s) and Equipment.
- 23.5. The AV Contractor shall promptly correct any deficiencies deemed as preventing beneficial use, at which point the Owner shall sign the Certificate of Substantial Completion. This shall be deemed as Substantial Completion.
- 23.6. In no event shall the Owner use or operate the System(s) or Equipment until AV Contractor achieves Substantial Completion.
- 23.7. Should the Owner use or operate the system prior to the AV Contractor achieving substantial completion, the Owner will automatically deem the Project substantially complete, coincidentally triggering and accepting any payment conditions that may be associated with this milestone, with any outstanding deficiency resolution by the contract now deemed a part of final acceptance and signoff.
- 23.8. Promptly following AV Contractor's provision to the Owner of a Certificate of Substantial Completion, the AV Contractor shall remedy any remaining deficiencies noted at the time of Substantial Completion, and the Owner shall execute a mutually acceptable Final Acceptance and Project Completion Agreement indicating that all facets of the Services have been completed by AV Contractor in accordance with the terms and conditions of this Agreement.

24. CHANGES IN THE SCOPE OF WORK

- 24.1. Costs resulting from material changes in the Scope of Work of this Project by the Owner, additional requirements or restrictions placed on AV Contractor by the Owner, or changes in the configuration of the Equipment described herein, will be added to, or subtracted from, the contract value depending upon the changes required.
- 24.2. When AV Contractor becomes aware of the nature and impact of the change, a Contract Change Order will be submitted for review and approval by the Owner, prior to continuing work. Contract Change Order cost calculations will be commensurate with the materials and labor rates provided within the base contract.
- 24.3. Such changes shall be billed at 100% of the approved value upon completion of the change, and shall not be subject to the progressive payment schedule as outlined within Section 13 of this document.

25. RETURN POLICY & RESTOCKING CHARGES

- 25.1. Under no circumstances shall the Equipment be returned by the Owner without AV Contractor's Return Merchandise Authorization (RMA) number.
- 25.2. The following conditions apply to systems included in this Agreement:
- 25.3. No custom equipment returns will be allowed.
- 25.4. Return of equipment damaged by the Owner, or any of their representatives will not be accepted.

Initials: _____

- 25.5. Equipment returned for any reason, other than warranty repair or defect, must
- 25.6. Be in original "as-new", undamaged and untarnished condition
- 25.7. Include, at the time of return, all supplied accessories in original "as-new", undamaged and untarnished condition, and
- 25.8. Include, at the time of return, all original packaging, manuals and documentation for any returns to be accepted.
- 25.9. It shall be the Owner's responsibility to provide storage for such packaging should they wish to retain such subsequent to equipment delivery.
- 25.10. Returns of software products sold and delivered will not be accepted.
- 25.11. Restocking charges for equipment subject to return shall be invoiced to the Owner as follows:
- 25.12. Costs of any restocking fees to be charged by the Equipment vendor to AV Contractor to re-stock the items in question.
- 25.13. All related miscellaneous costs related to the return of such goods, including, but not limited to, transportation, brokerage, etc.
- 25.14. Labor charges associated with removal, project administration, project management, system re-engineering, system re-programming, system re-drafting, handling of goods, etc.

26. ASSIGNMENT

- 26.1. Neither party may assign or transfer to any person or entity its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 26.2. Any prohibited assignment of this Agreement or the obligations hereunder shall be null, void, and of no effect.
- 26.3. Upon permitted assignment hereunder, the terms and conditions of this Agreement shall become the direct and primary obligations of the assignee or successor in interest.
- 26.4. Subject to the foregoing, all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of each party's permitted successors and assignees.

27. NOTICES

- 27.1. A notice, document, or other communication required hereunder shall be deemed to have been properly given or delivered if same is delivered by hand, sent via fax or email and confirmed by certified mail, or sent by certified or registered mail to the following address:

OWNER
 City of Montclair
 5111 Benito Street
 Montclair, CA 91763
 John Nguyen
 Tel: 909 625-9403
 Fax:
 E-mail: jnguyen@ci.montclair.ca.us

AV CONTRACTOR
 Matrix Audio Visual Designs, Inc.
 2525 W. Burbank Blvd.
 Burbank, CA 91505
 Hovik Mirzakhanian
 Tel: 818 841-4700 Ext. 262
 Fax: 818 841-4707
 E-Mail: hovik@matrixav.com

28. PUBLICITY

- 28.1. The Owner agrees that the AV Contractor may publicize and advertise its relationship with and work for the Owner to promote the AV Contractor's business.
- 28.2. The Owner agrees the AV Contractor upon request and at an agreed and scheduled time may photograph its work related to this Project at the Owner's location(s). The Owner shall release all rights of reproduction of such photos to the AV Contractor; however, upon request the Owner shall be afforded any rights to reproduction or use of such photos for the Owner's purposes without cost.

29. NON-SOLICITATION

- 29.1. The Owner agrees that it will not, without the prior written consent of the AV Contractor, during the term of this Agreement or for a period of one (1) year after any direct contact with the employee;
- 29.2. Induce, entice, hire, or attempt to hire or employ any employee of the AV Contractor.
- 29.3. Contact and/or solicit any other Person that has an exclusive business relationship with the AV Contractor in the AV Contractor's Business and which provides products and services to the AV Contractor.

Initials: _____

30. ACCESS TO SITE – HOURS OF ACCESS

- 30.1. So as to ensure proper and timely performance of its duties, AV Contractor shall have access to the Project site during all normal business hours and otherwise upon the reasonable consent of the Owner.
- 30.2. AV Contractor shall not be liable for any delay or failure relative to the provision of its duties caused by the failure of Owner or site status to provide such access.
- 30.3. The Owner agrees that AV Contractor shall not be liable for any additional costs related to site access outside of these hours as a result of any delay per Sections 16 or 18 of this Agreement.
- 30.4. Any requirement for the need to work overtime shall be presented by the AV Contractor to the Owner in writing for approval prior to being undertaken; the Owner agrees to approve such charges or grant an extension to the completion schedule within one (1) business day.
- 30.5. If the site is not available during the scheduled time, the AV Contractor may charge the Owner the greater of its minimum callout/trip charge or, if asked to wait on-site, the AV Contractor's hourly rates to stand by until the site is made available, plus travel time and mileage allowances if instructed to return at another time.

The Parties, by their signatures below, have executed this Agreement and agree to be bound by it.

By: CITY OF MONTCLAIR

By: MATRIX AUDIO VISUAL DESIGNS, INC.

Signature

Name

Title

Date



Signature

Hovik Mirzakhian

Name

Vice President

Title

03/18/2015

Date

**AN AGREEMENT BY AND BETWEEN THE CITY OF
MONTCLAIR AND SOUTHERN CALIFORNIA
LANDSCAPE, INC., LANDSCAPE MAINTENANCE
SERVICES FOR PASEOS PARK**

THIS AGREEMENT, made effective as of the 1st day of July, 2015, by and between the CITY OF MONTCLAIR, a Municipal Corporation, County of San Bernardino, State of California, hereinafter referred to as "CITY"; and Southern California Landscape, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

SECTION I

The CONTRACTOR, in consideration of the promises of the CITY hereinafter set forth, hereby agrees to furnish all tools, equipment, materials, labor, and transportation necessary to perform and complete the terms of this Agreement and to faithfully perform and maintain in a good and workmanlike manner the maintenance services on the areas as set forth and listed in this Agreement.

SECTION II

This Agreement is for a period of three (3) years from the date hereinabove set forth expiring on June 30, 2018, subject to the right of either party to cancel without cause by giving a minimum of thirty (30) days' written notice to the other of such cancellation.

SECTION III

All of the work and services to be performed pursuant to this Agreement shall be performed in a good and workmanlike manner for the total monthly sum of \$1,575.00 including annual dethatching at a rate of \$500.00, with payments to be made on the 1st day of each and every calendar month, during the term of this agreement, which will be paid the CONTRACTOR for all work and services to be performed pursuant to this Agreement. CONTRACTOR shall pay prevailing wages in accordance with the laws of the State of California.

Payment of additional services requested, in writing, by CITY and not included in the scope of services as set forth in the Agreement shall be performed by the CONTRACTOR at the rate of \$35.00 per hour. This hourly rate is negotiable annually and shall include labor, equipment, overhead, and profit. Any and all work done under this Section of this Agreement will be with prior written approval from the CITY. If prior written approval is not obtained by the CITY, no payment will be approved. Charges for additional services shall be invoiced on a monthly basis and shall be paid by the CITY within a reasonable time after said invoices are received by the CITY.

SECTION IV

The CONTRACTOR shall defend, indemnify, and save harmless the 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 the CONTRACTOR of any and all legal costs and attorney's fees in any manner arising out of any negligent or intentional or willful acts or omissions of the CONTRACTOR or any of its agents, servants, employees, or licensees in the performance of this Agreement including, but not limited to, all consequential damages to the maximum extent permitted by law.

SECTION V

Not used.

SECTION VI

The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to the CITY nor shall the CONTRACTOR allow any employee to commence work on the maintenance services subject to this Agreement until all insurance required has been obtained. The CONTRACTOR shall take out and maintain, at all times during the term of this Agreement, the policies of insurance as set forth hereinafter.

SECTION VII

Workers' Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish the CITY a Certificate of Insurance as proof that it has taken out full Workers' Compensation Insurance for all persons whom it may employ directly or through subcontractors in carrying out the work specified herein in accordance with the State of California.

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

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

SECTION VIII

Throughout the term of this Agreement, at the CONTRACTOR'S sole cost and expense, the CONTRACTOR shall keep, or cause to be kept, in full force and effect for the mutual benefit of the CITY and the CONTRACTOR comprehensive, broad form, general public liability, and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from the CONTRACTOR'S activities, providing protection of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person and Three Million Dollars (\$2,000,000) for any one accident or occurrence and at least One Million Dollars (\$1,000,000) for property damage.

SECTION IX

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 and policies required under Section VIII 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, insured, and all subcontractors waive the right of subrogation against the CITY, its elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by the CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to the CITY by certified mail. The CONTRACTOR shall furnish the CITY with copies of all such policies promptly upon receipt of them or certificate evidencing the insurance. The CONTRACTOR may effect for its own account insurance not required under this Agreement.

SECTION X

The CONTRACTOR shall, before any work begins, obtain and maintain the following: City of Montclair Business License, State of California Contractor's License (C27), and all State of California Pest Control Licenses and categories necessary to complete the provisions of this Agreement.

SECTION XI

The Public Works Superintendent, or his/her designated representative, shall be the judge of all work performed and shall approve all material provided by the CONTRACTOR before it is used. If the work is not satisfactory, the Public Works Superintendent, or his/her designated representative, may suspend the Agreement for any period of time or terminate the Agreement as set forth herein. No sums shall be due or payable to the CONTRACTOR for or during any time of such suspension or after termination.

It is further agreed that in the event the CONTRACTOR fails to furnish tools, equipment, materials, labor, or transportation in the necessary quantity or quality or fails to prosecute the work or any part thereof, the Public Works Superintendent or his/her designated representative shall so certify to the City Manager of the CITY, and if thereafter the CONTRACTOR, for a period of ten (10) days after receipt of a written demand from the Public Works Superintendent or his/her designated representative, fails to furnish tools, equipment, materials, labor, or transportation in the necessary quantity or quality and to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said ten (10) days, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises or any portion thereof, together with all materials and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work either by furnishing the tools, equipment, materials, labor, or transportation necessary therefore or by letting the unfinished portion of said work or the portion taken over by the CITY shall be a charge against the CONTRACTOR and may be deducted from any money due or becoming due to the CONTRACTOR for the CITY, or the CONTRACTOR may be compelled to pay the CITY the amount of said charge or the portion thereof unsatisfied. As used herein, the term "premises" shall include those areas and sites as set forth in SECTION XIV hereof.

SECTION XII

Contractor shall comply with the Federal Clean Water Act and City of Montclair Municipal Code Section 9.24 – Storm Drain System, employees from said contractor shall be trained in

Stormwater Best Management Practices. No blowing and/or depositing of grass clippings, leaves, or any other yard waste out into the street and catch basins.

SECTION XIII

SPECIFIC

PLANT MATERIALS

Maintenance of plant material shall include, but not be limited to, mowing, edging, trimming, pruning, watering, fertilization, aeration, dethatching, weed control, cultivation, pest control, and cleanup. It is the intent of these specifications to provide a plant material maintenance method to keep the site in a state of perpetual growth.

A. Turf

1. Mowing:

- a. Turf shall be mowed and clippings removed on a weekly basis.
- b. Cut cool season turf at a minimum height of 2 inches during warm season and reduce to 1½ inches during cool season.
- c. Cut warm season turf at 1½ inches.
- d. Turf shall be cut at a uniform height.
- e. Turf shall be cut with sharp blades.
- f. Mowing patterns shall be changed weekly to avoid rutting of turf areas.
- g. Care shall be exercised during the mowing operation to prevent damage to obstacles in the lawn areas, such as trees, sprinklers, valves, electrical boxes, lighting fixtures, etc.
- h. No mowing shall be performed in wet conditions.
- i. Mowers shall be clean prior to mowing to reduce the introduction of foreign grasses into the turf.

2. Edging

- a. All edges adjacent to walks, curbs, paved areas, fixtures at grade, and shrub or ground cover areas shall be trimmed with a steel bladed power edger as needed to maintain a crisp and neat appearance. String trimmers shall not be used for this purpose.
- b. A six-inch (6") bare dirt buffer zone shall be maintained around the circumference of all trees, and a four-inch (4") buffer for buildings and raised fixtures in the turf. No dead grass shall be seen.

- c. Care shall be exercised with regard to the use of weed eaters to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc.
 - d. Weed eaters/string trimmers shall not be used around trees at any time.
3. Fertilization:
- a. Fertilize turf as required to maintain a lush green appearance and perpetual growth. This may require monthly applications.
 - b. At least four times each year apply a balanced fertilizer such as 16-6-8.
 - c. Selective weed killer supplied by the Contractor shall be applied, as needed, to provide complete dandelion, crabgrass, or other weed control. Chemicals used shall meet Department of Food and Agriculture regulations. The Contractor is liable for misuse.
4. Dethatching:
- a. Annually all lawns shall be verticut, mowed to one inch, seeded, and covered with top dressing.
 - b. Seed and top dressing shall be furnished by Contractor.
5. Watering:
- a. Operate irrigation system to obtain uniform moisture throughout root zone.
 - b. Irrigation system shall be operated during hours when park is closed to the public.
 - c. Use a soil probe or moisture sensor to determine moisture needs.
 - d. Use repeat cycles to maximize penetration and minimize runoff.
 - e. Allow soil in turf areas sufficient time to dry prior to mowing to minimize soil compaction.
6. Weed, Pest, and Disease Control:
- a. Contractor shall maintain weed-, pest-, and disease-free turf areas at all times by either chemical or mechanical means.
 - b. Chemicals shall be applied during hours when park is closed to the public.
 - c. Apply pesticides as required to control and prevent disease/insects.
 - d. All landscape areas will be monitored and treated for Gopher Control by the Contractor as needed. The Contractor, at no additional cost to the City, shall furnish chemicals and licenses necessary for Gopher Control.

B. Groundcover

1. Edging and Trimming:
 - a. Groundcover adjacent to walks, curbs, paved areas, and buildings shall be edged as needed to maintain a neat, clean, well-defined edge.
 - b. A four-inch to six-inch (4"-6") bare dirt clearance shall be maintained around the circumference of all trees, shrubs, signs, etc. in groundcover and adjacent building structures.
2. Fertilization:
 - a. Fertilize as needed.
 - b. At least of four times per year apply one pound of nitrogen per 1,000 square feet of groundcover using a complete fertilizer.
3. Watering:
 - a. Contractor shall schedule water application to produce a deep-rooted groundcover.
4. Weeds, Pest, and Disease Control:
 - a. Contractor shall maintain a weed, pest and disease free ground cover.
 - b. Cultivate bare areas a minimum of once every other week. Care shall be exercised in cultivation not to damage susceptible plant roots.
 - c. Apply pesticides as required to control and prevent disease/insects.
 - d. All landscape areas will be monitored and treated for Gopher Control by the Contractor as needed. The Contractor, at no additional cost to the City, shall furnish chemicals and licenses necessary for Gopher Control.

C. Shrubs

1. Pruning:
 - a. Pruning of shrubs shall be performed to attain maximum desired effect while retaining as much of the natural characteristics or branching as possible.
 - b. Shrubs shall be pruned as required for safety, removal of broken or diseased branches, general containment, or appearance.
 - c. Natural Shape – The intent is to emphasize the natural form of the shrub. Initially, "pinch prune" to keep compact and develop structure. Ultimately, remove annually fifty percent (50%) of old stems to the ground to rejuvenate. Avoid shearing, which will eliminate flowering wood and destroy character.

- d. Natural Hedge – The intent is to develop a loose, informal appearing hedge which requires only minimal attention to keep in shape and size. Initially, pinch prune to keep compact. Allow to fill solid horizontally. This is critical to avoid legginess.
 - e. Formal Hedge – It is the intent for these shrubs to have straight crisp edges. Initial pinch pruning with shears will encourage the shrubs to fill in.
 - f. Prune at the correct time of year to maximize flowering potential.
 - g. After flowering, remove any spent blossoms on flower stalks.
2. Fertilization:
- a. Fertilize all shrubs a minimum of two times per year, applying fertilizer to shrub base and water in, or approved equal program using a complete fertilizer.
 - b. Due to area soil conditions, supplemental feedings of iron may be required to prevent chlorosis.
 - c. Contractor shall be responsible to apply all materials required to correct mineral deficiencies affecting plant growth.
3. Weeds, Pest, and Disease Control:
- a. Contractor shall maintain weed, pest, and disease free shrub/beds at all times.
 - b. All shrub areas not under planted with groundcover will be raked clean and cultivated a minimum of every other week.
 - c. Apply pesticides as required to control and prevent disease/insects.
 - d. All landscape areas will be monitored and treated for Gopher Control by the Contractor as needed. The Contractor, at no additional cost to the City, shall furnish chemicals and licenses necessary for Gopher Control.

D. Vines

1. Pruning:
- a. Vines and espalier plants shall be checked and re-tied as required.
 - b. Do not use nails to secure vines on masonry walls.
 - c. Prune all vines using accepted horticultural practices as indicated in "Sunset Pruning Handbook."
 - d. Vines shall be pruned and maintained so as not to obstruct fixtures, signs, windows, etc.
2. Fertilization:

- a. Fertilize all vines a minimum of two (2) times per year
 - b. Apply directly to base of vine and thoroughly water.
3. Watering:
- a. Water as necessary to promote optimum growth.
4. Weeds, Pest, and Disease Control:
- a. Contractor shall maintain weed, pest, and disease free vines at all times.
 - b. Apply pesticides as required to control and prevent disease/insects.
 - c. All landscape areas will be monitored and treated for Gopher Control by the Contractor as needed. The Contractor, at no additional cost to the City, shall furnish chemicals and licenses necessary for Gopher Control.

E. Trees:

1. No tree work shall be done without prior approval and direction from City of Montclair representative.
2. Trees shall be pruned as required to remove broken, diseased branches or for general containment. It shall be Contractor's prime responsibility related to pruning to conduct a pruning program which must be approved by the Owner's representative. This program should develop proper tree scaffolding, strength, and appearance consistent with intended use.
3. Tree stakes, ties, and guys shall be checked and corrected as needed. Ties shall be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys.
4. Pruning is limited to that which may be done from the ground (up to fifteen (15) feet).
5. Apply all chemical controls, such as insecticides, as required to control or prevent pests.
6. Fertilize all trees as needed. Trees may require deep root feeding or foliar application.
7. Prune trees to allow for the necessary clearances for pedestrians and vehicle circulation, with a canopy clearance of eight (8) feet for pedestrian travel ways and twelve (12) feet for vehicular travel ways.
8. Surface roots which become maintenance or appearance problems shall be removed as required and as directed by City of Montclair representative to prevent damage to adjacent paved areas. This shall be considered extra work.

IRRIGATION SYSTEM:

Irrigation maintenance shall include operation of system, adjustments, and minor repairs.

A. Controllers

1. Contractor is to adjust his watering schedule equal to the percolation rate each area is capable of receiving based on topography, soil type, plant material, season, or climate factors.
2. Contractor shall utilize repeat cycle on controller to eliminate excessive runoff.
3. Hours of scheduled operation will be programmed to minimize disease occurrence of plant material and to reduce possible nuisance from sprinkler operation to pedestrians or vehicles.
4. Locks and keys will be provided by the City representative.
5. Contractor shall perform preventative maintenance as needed.

B. Operation of System

1. All systems shall be personally observed during operation cycle at least once per month to verify effectiveness of sprinkler operation.
2. Contractor will adjust and clean, as necessary, all sprinkler heads, valves, and pressure reducers/regulators to continue operation at maximum efficiency and performance.
3. Sprinkler heads in turf areas shall be kept clear of overgrowth which may obstruct maximum operation.
4. Contractor will be responsible for trimming and making necessary adjustments to riser height as growth rates indicate to prevent "elephant tracks".
5. Contractor shall be responsible for keeping interior of valve boxes clean. A clean gravel base shall be maintained at all times.

C. Repairs

1. Any repairs made by the Contractor will be in accordance with current practices or as directed by City representative.
 - a. Use of matched precipitation heads is required for all replacements.
 - b. All heads shall be on triple swing joints.
 - c. Heads along walks in parking lot islands or other pedestrian traffic areas shall be pop-up type.
2. Repairs to irrigation system caused by conditions under which Contractor does not have direct control shall be paid for by the Owner as extra work. Repairs under this

clause shall include vandalism, storm damage, traffic accidents, and Acts of God, but shall exclude normal wear and tear.

3. Malfunctions of any nature, which are deemed to be the fault of materials or workmanship still covered under original installation guarantee, shall be reported immediately to the Owner's representative.
4. Contractor will maintain an accurate up-to-date record of all irrigation repairs, stating date of repair, specific location, and nature of repair. This log must accompany a monthly itemized invoice.
5. Landscape areas will be returned to original condition following any irrigation repairs or replacements.
6. Sprinkler heads shall be adjusted and kept clean to provide the best possible coverage. Missing, broken, and worn sprinkler heads, or sprinkler heads damaged while performing maintenance duties shall be immediately replaced by Contractor to allow continuous irrigation without additional cost to the City.

CLEAN-UP

A. Debris Clean up

Contractor shall remove all debris resulting from the maintenance operations at our project and dispose of it.

B. Trash in Park and Parkways

Contractor shall empty trash cans and replace liners no later than 8 a.m. on Sunday, Monday, Wednesday, Friday, and Saturday mornings.

C. General Housekeeping

On a weekly basis, Contractor shall:

1. Wipe down all park furniture and benches as necessary.
2. Sweep all concrete and other hardscape surfaces clean.
3. Remove all trash, debris, etc., from park area, gabion walls, storm drain inlets/outlets, and other areas generally bounded by Sycamore Avenue, Olive Street, and Moreno Street.

On a quarterly basis, Contractor shall:

1. Pressure wash all concrete and other hardscape surfaces.
2. Provide containment for wash water.
3. Vacuum and remove wash water from site.

STORMWATER QUALITY CONTROL

A. Maintenance for Drainage Infiltration Basin

1. Conduct at a minimum, semiannual inspection at beginning and end of wet season (October 1st and April 15th) to identify potential problems, such as erosion off the basin side slopes and invert, standing water, and sediment accumulation.
2. Remove accumulated trash and debris in the basin on a weekly basis.
3. Trim vegetation at the beginning and the end of the wet season to prevent establishment of excessive plant life, woody vegetation for vector reasons.
4. Aerate turf area of basin on an annual basis in October of each year using a power aerator.
5. Remove accumulated sediment and regrade when the accumulated sediment volume exceeds 10% of the basin.
6. Inspect for standing water each week.
7. To avoid reversing soil development, scarification or other disturbance should only be performed when there are actual signs of clogging, rather than on a routine basis. Sod removal, rototilling, and sod replacement will be required at owner's discretion when required to improve infiltration rates. This shall be considered extra work.

B. Maintenance for Vegetated Swale

1. At a minimum, inspect swale twice annually for erosion, damage to vegetation, and sediment accumulation, and remove accordingly.
2. On a weekly basis ensure debris and litter is removed from swales.
3. Remove obstructions (e.g. debris accumulation and invasive vegetation) that would cause standing water and mosquito breeding as necessary.
4. Repair any ruts or holes as necessary.
5. Maintain grass height at 3-4 inches.
6. Maintain hydraulic grade.

FOUNTAIN

A. On a weekly basis, Contractor shall:

1. Test, record, and adjust water level and chemistry
2. Scrub water line tile to remove scale and leaf net water surface
3. Brush walls as needed
4. Clean skimmer and pump baskets

5. Clean filter(s) as needed
6. Replace fountain water as required
7. Check equipment for proper operation: pumps, filters, time clocks, and lights
8. Remove any foreign material from all bodies of water

B. Repairs/Special Requirements

1. Contractor shall report to City Representative any items noted in need of repair immediately after contractor discovers same.
2. Contractor will procure City approval prior to commencing with repairs.
3. Contractor shall provide onsite repair labor rates for both business and emergency/after-hours/holiday times.
4. Contractor shall submit monthly invoice for all services with complete description of repair with separate material and labor costs.

SECTION XIV

The areas to be maintained are listed below; however, they are general site descriptions and are to be considered inclusive, not precise:

A. Paseos Park, located at 9018 Sycamore Avenue, Montclair, Ca. 91763

B. Parkways:

1. **Monte Vista from Moreno St north to 175 feet north of Olive St**
2. **Moreno St from Monte Vista to 550 feet East.**

SECTION XIV

In the event that additional areas require maintenance services, such areas may be added to this Agreement at a negotiated price; however, during the period of time the CONTRACTOR is negotiating a cost to maintain the new areas, it is the CONTRACTOR'S responsibility to provide maintenance service to any area in question. In the event a maintenance area is deleted from this Agreement, the contract price for that area shall be deducted from the negotiated price.

SECTION XV

MISCELLANEOUS PROVISIONS

A. Assignment. No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by the CONTRACTOR without the written consent of the CITY.

- B. Independent Contractor.** The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement, and shall not be construed for any purpose whatsoever to be employees of the CITY.
- C. Compliance with Laws.** The CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
- D. Discrimination.** The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State, and Federal laws related to equal employment opportunity rights.
- E. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. Attorney's Fees.** In the event that any legal proceeding is instituted to enforce any term or provisions of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount to be determined by the court to be reasonable.
- G. Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any other party that is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing, signed by all parties.

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

Contractor:

SOUTHERN CALIFORNIA LANDSCAPE, INC.

Name Title Date

City:

CITY OF MONTCLAIR

Paul M. Eaton Mayor Date

ATTEST:

Andrea M. Phillips Deputy City Clerk Date

APPROVED AS TO FORM:

Diane E. Robbins City Attorney Date

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 15-91 WITH THE UNITED STATES DEPARTMENT OF JUSTICE TO ACCEPT A COMMUNITY ORIENTED POLICING SERVICES HIRING PROGRAM GRANT AWARD	DATE: November 2, 2015 SECTION: AGREEMENTS ITEM NO.: 3 FILE I.D.: PDT362 DEPT.: POLICE
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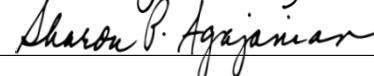
REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 15-91 with the United States Department of Justice (DOJ) to accept a Community Oriented Policing Services (COPS) Hiring Program grant award to hire two entry-level Police Officers.

BACKGROUND: The Police Department applied for COPS Hiring Program grant funding, which falls under the umbrella of DOJ, and has been awarded a \$250,000 COPS Hiring Program grant. The grant would provide funding sufficient to cover approximately 50.7133 percent of the salary for two newly hired entry-level Police Officers over a three-year period, with the proviso that at the conclusion of the three-year period, both officers be retained for a minimum of one year.

The 2015 COPS Hiring Program application offered applicants the opportunity to select one of seven broad areas of policing which would be the focus of grant-funded officers. Staff selected the "Building Trust/Community Engagement" focus area to enhance community relations and restore trust in law enforcement.

Acceptance of the grant would enable the Police Department to implement a new innovative Trust in Policing Program (TIPP) designed to develop partnerships with segments of the community that may be underserved and/or harbor mistrust of law enforcement, such as the Spanish-speaking and immigrant population, the homeless population, and teens. Grant-funded TIPP Officers would collaborate with faith-based organizations, community groups, county-level social service providers, local schools, home owners associations, and civic and city organizations to accomplish the goals and objectives of the program, which would be outlined in a program directive developed by Department staff.

The premise for TIPP was borne out of President Obama's *Report of the President's Task Force on 21st Century Policing*, which called for applicants selecting the "Building Trust" component of the COPS Hiring Program grant to incorporate innovative policing programs and strategies to identify and address the problem of growing mistrust of law enforcement in communities across the country.

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

Acceptance of the grant award requires that signatures of the Government and Law Enforcement Executives be processed electronically via the COPS Office website. To facilitate delivery of the COPS agreement to the City Council for official approval, the Mayor and Chief of Police previously submitted their electronic signatures.

FISCAL IMPACT: The COPS Hiring Program grant would provide \$250,000 for two entry-level Police Officers over a three-year period, with the provision that the City retain and pay the costs for both for one additional year. The estimated cost for two entry-level Police Officers over the three-year period is \$492,967, of which the local share would be approximately \$242,967.

Staff anticipates the Trust in Policing Program would launch in March or April of 2016. A request for a specified appropriation to the Police Department's FY2015-16 Budget would be made through the Midyear Budget process to cover the local share of the officers' salaries for the remainder of said fiscal year. Appropriations would be established in subsequent annual Police Department budgets to pay the local share of the grant-funded officers' salaries for the duration of the grant performance period, as well as the mandated yearlong retention period following the conclusion of the grant.

The three-year COPS Hiring Program grant would be reimbursable and require the City to submit quarterly programmatic progress and financial reports to be eligible for reimbursement.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 15-91 with the United States Department of Justice to accept a Community Oriented Policing Services Hiring Program grant award.



**Award Document
COPS Hiring Program**

CFDA - 16.710 – Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406

Grant Number: 2015UMWX0014
ORI Number: CA03605
OJP Vendor Number: 956005731
Applicant Organization's Legal Name: Montclair Police Department
DUNS Number: 084976919

Law Enforcement Executive: Chief of Police Michael deMoet
Government Executive: Mayor Paul Eaton

Award Start Date: 09/01/2015 **Award End Date:** 08/31/2018
Full-Time Officers Funded: 2
New Hires: 2 **Rehires - Scheduled for Lay-Off:** 0
Rehires - Previously Laid Off: 0
Award Amount: \$250,000.00

FY 2015 COPS Hiring Program (CHP) provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP grants provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month grant period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM), included in your award package, is incorporated by reference into this Award Document and shall become part of this Award Document. By signing this Award Document, the grantee agrees to abide by all FY 2015 COPS Hiring Program Grant Terms and Conditions; the approved budget in the FCM; and if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document.

Ronald L. Davis
Director

Date: 09/22/2015

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2015 COPS Hiring Program Grant Terms and Conditions

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. **Grant Owner's Manual.** The grantee agrees to comply with the terms and conditions in the 2015 COPS Hiring Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the Department of Justice in 2 C.F.R. § 2800.101; 48 CFR Part 31 (FAR Part 31) as applicable (governing cost principles and procedures); representations made in the CHP grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. **Assurances and Certifications.** The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its CHP application.
3. **Allowable Costs.** The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding), up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official grant award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP grant funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- a. Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- b. Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- c. Rehiring officers who were, at the time of grant application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request a post-award grant modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. **Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.**

Only actual allowable costs incurred during the grant award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the grant (for example, your grant application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the grant beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process, and should not be spent by your agency.

4. **Local Match.** Grantees are required to contribute a local match of at least 25 percent towards the total cost of the approved grant project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the grant award period. The local match contribution must be made on an increasing basis during each year of the three-year grant period, with the federal share decreasing accordingly.
5. **Supplementing, Not Supplanting.** State, local, or BIA funds budgeted to pay for sworn officer positions irrespective of the receipt of CHP grant funds may not be reallocated to other purposes or refunded as a result of a CHP grant being awarded. Non-federal funds must remain available for and devoted to that purpose, with CHP funds supplementing those non-federal funds. Funding awarded cannot be obligated until after the grant award start date. This means that CHP funds cannot be applied to any agency cost or obligation incurred prior to the award start date. In addition, your agency must take active and timely steps pursuant to its standard procedures to fully fund law enforcement costs already budgeted as well as fill all locally-funded vacancies resulting from attrition during the life of the grant.
6. **Retention.** At the time of grant application, your agency committed to retaining all sworn officer positions awarded under the CHP grant with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition.
7. **Extensions.** Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do **not** provide additional funding. Grants may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

8. **Modifications.** During the CHP grant award period, it may become necessary for an agency to modify its CHP grant award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP grant funding for ten new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all ten positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP grant funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for lay-off on a specific future date post-application. Grant modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes

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final, approved budget and/or personnel decisions. An agency may implement the modified grant award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

9. **Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Program. The grantee agrees to cooperate with the monitors and evaluators.
 10. **Reports/Performance Goals.** To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting quarterly programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS funding.
 11. **Federal Civil Rights Laws.** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin (which includes providing limited-English proficient persons meaningful access to your programs), sex, disability or age, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). You also agree to comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R. Part 38, which requires equal treatment of religious organizations in the funding process and non-discrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.
 12. **Equal Employment Opportunity Plan (EEO).** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).
 13. **Grant Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a CHP grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.
 14. **Employment Eligibility.** The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
 15. **Community Policing.** Community policing activities to be initiated or enhanced by your agency and the officers funded by this grant program were identified and described in your CHP grant application. In Sections VI(A) and (B) your agency developed a community policing plan for the CHP grant with specific reference to a crime or disorder problem and the following elements of community policing: a) problem solving—your agency's plan to assess and respond to the problem identified; b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP grant period your agency is required to implement the community policing plan it set forth in the CHP grant application.
- The COPS Office defines community policing as a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem-solving techniques, to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP grants through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired, additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your grant application.
16. **Community Policing Self Assessment Tool (CP-SAT).** The COPS Office will require your agency to complete the Community Policing Self Assessment Tool (CP-SAT) twice within the grant period, at the beginning and again towards the end of your grant period.
 17. **Contracts with Other Jurisdictions.** Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction.
 18. **False Statements.** False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
 19. **Additional High-Risk Grantee Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.207 as adopted by the Department of Justice in 2 C.F.R. § 2800.101).
 20. **System for Award Management (SAM) and Universal Identifier Requirements.**

The Office of Management and Budget requires federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

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A. Requirement for System for Award Management (SAM) Registration

Unless you are exempted from this requirement under 2 C.F.R. Part 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
2. *Data Universal Numbering System (DUNS) number* means the nine- or thirteen-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866.705.5711) or the Internet at <http://fedgov.dnb.com/webform>.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
 - a. A governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign non-profit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the federal funds provided by the subaward.

21. **Reporting Subaward and Executive Compensation.** The Office of Management and Budget requires federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to www.fsr.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at www.fsr.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/excomp.htm.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1 of this award term:

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- i. As part of your registration profile at www.sam.gov.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 C.F.R. Part 25:
 - i. A governmental organization, which is a state, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign non-profit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. _____.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. Part 229.402(c)(2)):
 - i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation that is not tax-qualified.*
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

22. **Debarment and Suspension.** The recipient agrees not to award Federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs.

23. **Duplicative Funding.** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

U. S. Department of Justice
Office of Community Oriented Policing Services

2015 COPS Hiring Program Grant Terms and Conditions

24. **Whistleblower Protection.** The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he/she reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see Appendix F in the Grant Owner's Manual for a full text of the statute.
25. **Mandatory Disclosure.** Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.338 as adopted by the Department of Justice in 2 C.F.R. § 2800.101.
26. **Conflict of Interest.** Federal awardees and subawardees must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.112 as adopted by the Department of Justice in 2 C.F.R. § 2800.101.
27. **Contract Provisions.** All contracts made by the recipients under the Federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, as adopted by the Department of Justice in 2 C.F.R. § 2800.101. Please see Appendix G in the Grant Owner's Manual for a full text of the contract provisions.
28. **Restrictions on Internal Confidentiality Agreements.** No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Award Document Supplement

2015 COPS Hiring Program (CHP)

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

Special Award Conditions

Advancing Department of Justice Priority Crime Problem Awards

Your agency has been selected for a COPS Hiring Program (CHP) grant to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP grant application's community policing strategy to improve your agency's public safety response to the critical issues of School Based Policing through School Resource Officers (SRO), Gun Violence, Homeland Security, Building Trust or Homicide Reduction.

Please be advised that, in accepting this grant, your agency is agreeing to this Special Condition to its CHP grant award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing strategy to address one of the priority crime problem identified above. By signing the 2015 CHP grant award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing strategy identified in your CHP grant application;
- Your agency will address its specific priority crime problem throughout the entire CHP grant period;
- Your agency will implement any organizational changes identified in its CHP grant application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any grant monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Memorandum of Understanding Requirement

(School Based Policing through School Resource Officers Focus Area Only)

By signing the 2015 CHP grant award, grantees using CHP funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information:

- The purpose of the MOU
- Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
- Information sharing
- Supervision responsibility and chain of command for the SRO
- Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets.

- Your agency's implementation of the CHP grant without submission of the required MOU within the 90 day timeframe may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

ASSURANCES

Several provisions of federal law and policy apply to all grant programs. The Office of Community Oriented Policing Services needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Grant Program Specialist at 800-421-6770.

By signing this form, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal grant funds. In particular, the applicant assures us that:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.
4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
5. It will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.
6. It will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant, including but not limited to: the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the Department of Justice in 2 C.F.R. § 2800.101 ; 48 C.F.R. Part 31 (FAR Part 31) (Contract Cost Principles and Procedures); the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 C.F.R. § 38.1; the applicable COPS Application Guide; the applicable COPS Grant Owner's Manuals; and with all other applicable program requirements, laws, orders, or regulations.
7. It will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.
8. It will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin, sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973,

as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R. Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.

A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.

B. If your organization has received an award for \$500,000 or more and has 50 or more employees, then it has to prepare an Equal Employment Opportunity Plan (EEO Plan) and submit it to the Office for Civil Rights ("OCR"), Office of Justice Programs, 810 7th Street, N.W., Washington, DC 20531, for review within 60 days of the notification of the award. If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO Plan, but it does not have to submit the EEO Plan to OCR for review. Instead, your organization has to maintain the EEO Plan on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO Plan requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.

9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.

10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency' (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA..

11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 C.F.R. Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 C.F.R. Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned, rented or personally-owned vehicles.

15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.

16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti- Lobby Act, 18 U.S.C. § 1913.

18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the non-federal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a non-federal share) equal to the amount seized in order to fully implement the grant project.

19. None of the funds made available under this award may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

CERTIFICATIONS

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies.

Although the Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signing this form complies with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 2 C.F.R. Part 2867, "Nonprocurement Debarment and Suspension," the applicable appropriations Acts, 28 C.F.R. Part 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)," and the coordination requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

1. Lobbying

As required by 31 U.S.C. § 1352, implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, and 2 C.F.R. § 200.450 as adopted by the Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement;

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

C. If applicant is a nonprofit organization or an institution of higher education, it will comply with the additional lobbying restrictions set forth in 2 C.F.R. § 200.450(c) as adopted by the Department of Justice in 2 C.F.R. § 2800.101; and

D. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549, Debarment and Suspension, as implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. § 2867.20(a), and other requirements, the applicant certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

D. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

3. Mandatory Disclosure

Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.113 as adopted by the Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies that it:

A. Has not violated any federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement.

B. Shall timely disclose in writing to the federal awarding agency or pass-through entity, as applicable, any violation of federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement.

C. Shall require that the language of this certification be included in the award documents for all subawards (including subgrants and cooperative agreements) and shall require all subrecipients certify and disclose accordingly.

4. Federal Taxes and Assessments

A. If applicable, an applicant who receives an award in excess of \$5,000,000 certifies that, to the best of its knowledge and belief, the applicant has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

B. The applicant certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

5. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, for grantees/recipients, as defined at 28 C.F.R. § 83.660 -

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

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about -

(a) The dangers of drug abuse in the workplace;

- (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;
- (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
 - (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 145 N St, NE, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant;
 - (vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;
 - (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).
- B. The applicant further certifies that it will identify all known workplaces under each COPS Office award, keep the identification documents on file, and make them available for inspection upon request by the Department of Justice officials or their designated representatives.

6. Coordination

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

☐ Where the applicant is unable to certify to any of the statements in this Certifications form, he or she shall attach an explanation to this application regarding the particular statement that cannot be

certified. Please check the box if an explanation is attached to this application. Please note that the applicant is still required to sign the Certifications form to certify to all the other applicable statements.

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 15-3101 AMENDING THE FEE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF COMMERCIAL REFUSE	DATE: November 2, 2015
CONSIDER ALLOCATING \$18,957.50 FROM THE GENERAL FUND TO OFFSET A PROPOSED RATE INCREASE TO THE RESIDENTIAL REFUSE RATE	SECTION: RESOLUTIONS
	ITEM NO.: 1
	FILE I.D.: REF085
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City of Montclair provides a number of property-related services to residents and property owners within the City's administrative boundaries including greenwaste, recycling, and refuse services—collectively referred to herein as refuse services. The cost of providing refuse services is charged directly to residents and property owners.

Pursuant to Section 6.16.050 of Title 6 of the Montclair Municipal Code, the City Council may, from time to time, consider adjustments to rates for refuse services; however, in compliance with Proposition 218 (1996), rate adjustments cannot exceed established maximum rate caps unless and until such rates caps are increased pursuant to the public notification and hearing process as required by Proposition 218.

Burrtec Waste Industries, the City's franchise refuse hauler, is requesting rate increases for residential and commercial accounts. At the January 21, 2014, Proposition 218 public hearing for refuse and sewer rates, the City Council established a five-year schedule of maximum rates. The City Council considers and acts on all rate adjustments related to refuse services.

A copy of proposed Resolution No. 15-3101 is attached for the City Council's review and consideration.

BACKGROUND: Burrtec Waste Industries, Inc. (Burrtec), the City's franchise solid waste hauler, is seeking an adjustment to refuse rates.

Agreement No. 13-71 provides for annual adjustment of commercial refuse service rates by a percentage increase not to exceed the All Cities Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area, All-Items Indexes, All Urban Consumers for the previous 12 months ending in January.

Residential Rates

Effective January 1, 2016, Burrtec is requesting a 1.73 percent adjustment to the refuse rate. Based on an analysis of projected refuse rate earnings for calendar year 2016 versus projected expenditures related to the refuse program for the same period, the

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

Finance Department estimates that sufficient revenue from the refuse program will be received to offset the cost of the proposed increase to residential refuse rates.

For purpose of accounting, the fee schedule for residential refuse service will be adjusted from \$26.88 per month per household to \$27.22 per month per household, effective January 1, 2016; however, City staff proposes that for calendar year 2016, the rate not be passed on to residents, but paid for from estimated residential refuse rate earnings accrued in 2016. The estimated annual cost to the City's refuse rate program to assume the proposed adjustment is \$37,915. In December 2016, City staff will ask the City Council to consider adjusting the per household residential refuse rate, effective January 2017.

Commercial Rates

Burrtec last requested and received a 3.6 percent commercial refuse service rate adjustment in January 2014 with an effective date of February 1, 2014. Burrtec is now requesting a 5.98 percent rate adjustment, with an effective date of January 1, 2016. This adjustment represents a 1.34 percent increase in service costs due to a CPI adjustment, with the remainder of the increase attributed to increased costs for green waste processing and disposal costs.

Commercial Refuse Rate: Five-Year Schedule of Maximum Rate Caps

Table 1, attached as **Appendix 1**, reflects a comparison of the current and proposed commercial rates requested by Burrtec. Commercial refuse rates cannot exceed the applicable maximum monthly rate caps previously established by City Council. If a request for commercial rate increases exceeds the effective maximum monthly rate cap for the applicable year, a new Proposition 218 public hearing would be required.

Maximum commercial refuse rate caps are not an indication of actual monthly commercial refuse rates. The City of Montclair typically has increased refuse rates once every three to five years; and rate increases for the cumulative period have usually been (1) well below maximum refuse rate caps and (2) authorized increases pursuant to Agreement No. 13-71. No increases have been proposed or approved in commercial refuse rates since the maximum refuse rate cap schedule became effective in 2014.

Following is a discussion of components that constitute the monthly commercial refuse rate and proposed cost adjustments for each rate component.

- *Service costs related to the provision of refuse services.* Service costs are subject to annual CPI adjustments pursuant to Agreement No. 13-71. Burrtec is requesting a 1.34 percent CPI adjustment for Commercial Rates.
- *Pass-through costs including a Greenwaste processing fee and/or the Landfill Disposal rate.* This rate component is impacted by landfill charges and commodity prices. As proposed, the Disposal/Landfill rate is showing no increase and remains at \$41.80 per ton, the Greenwaste rate is increasing from \$35.61 per ton to \$39.76 per ton, and the Roll-Off disposal rate is showing no increase and remains at \$41.80 per ton.
- *Frequency Factor.* This component represents the number of times per week (or other designated period of days) that refuse is picked up for disposal. The frequency factor provides ratepayers with a graduating discount rate based on the number of times of service per week.

- *Bin Size.* Bins are provided in the following sizes: 1.5 yards (0.3250 tons); 2.0 yards 0.4333 tons); 3.0 yards (0.6500 tons); 3.0 yards/greenwaste (1.3000 tons); 3.0 yards compacted (1.9500 tons); and 4.0 yards/compacted (2.600 tons). Bin size, Disposal/ Landfill, and Greenwaste disposal rates determine the monthly cost for this component.
 - *Franchise Fee.* The franchise fee is an assessment against Burrtec for the exclusive right to be the primary solid waste hauler for the City of Montclair, and consists of a 10 percent fee of gross revenue derived from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. **There is no increase in this fee component.** It is at the discretion of the solid waste hauler to absorb or pass on the fee to rate payers.
 - *Pavement Impact Fee.* The pavement impact fee is an assessment against Burrtec to compensate the City for damage done to pavement caused by refuse disposal trucks owned and operated by Burrtec. This rate component consists of a 3.5 percent fee of gross revenue from services to commercial, institutional, and industrial premises, exclusive of revenue from sale of recyclable materials and disposal tip fees. **There is no increase in this fee component.** It is at the discretion of the solid waste hauler to absorb or pass on the fee to rate payers.
- Recycling Fee.* The recycling fee is increasing from \$1.29 per cubic yard to \$1.94 per cubic yard.. The new rate of \$1.94 per cubic yard would result in a monthly fee of \$25.22, based on a typical 3-Yard Bin Size, at a frequency rate of once per week.
- *General Sanitation Fee.* The General Sanitation Fee remains at \$0.40 per yard, and is multiplied by the collection frequency per month for commercial refuse accounts. Similar to the General Sanitation fee adopted by the City Council in 2011 for residential refuse accounts, the General Sanitation Fee for commercial refuse accounts is designed to contribute toward the cost of general community maintenance issues including graffiti abatement, alleyway maintenance, illegal dumping, property cleanup, sanitation services, and removal of abandoned bulky items in neighborhoods and alleyways. In contrast, the General Sanitation Fee for residential refuse customers is \$2.82 per month.

Increasing the rate for commercial refuse service as proposed would allow the City to meet its contractual obligations with Burrtec to apply CPI-related increases and allow for other cost-related components, provided total rate adjustments do not exceed respective, maximum Proposition 218 rate caps for the applicable year in which they are proposed to go into effect.

FISCAL IMPACT: Commercial Refuse Rates: Currently, Burrtec collects for, and administers all commercial accounts and utilizes collected funds to operate the commercial refuse services program. If the City failed to increase commercial refuse service rates, there could be insufficient resources available through commercial collections to compensate Burrtec under its agreement with the City. Proposed increases to the commercial refuse rate are indicated in Resolution No. 15-3101. Passing on proposed commercial rate adjustments to commercial account holders will have no direct impact on the City's General Fund.

Residential Refuse Rates: Burrtec has requested a rate increase of 1.74 percent to the residential refuse rate, effective January 1, 2016; however, City staff is not proposing any direct residential refuse rate increase that residential refuse service customers will be asked to pay in calendar year 2016. Instead, for calendar year 2016, City staff estimates sufficient revenue will be earned from residential refuse rate accounts to pay for the proposed \$37,915 increase in annual costs. The projected difference between revenue and expenditures comes primarily from the administrative fee component. Through the City's conservative fiscal practices, administrative costs have demonstrated only marginal growth over the past decade. City staff recommends using a portion of funds allocated to administrative costs to pay for Burrtec's requested fee adjustment for calendar year 2016. The impact to the General Fund would be approximately \$37,915 for calendar year 2016. In the latter part of 2016, City staff anticipates asking the City Council to consider adjusting the monthly per household residential refuse rate effective on or about January 1, 2017.

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

1. Adopt Resolution No. 15-3101 whereby commercial refuse rates shall be increased as requested by Burrtec, not to exceed adopted respective maximum Proposition 218 rate caps.
2. Authorize the allocation of \$18,957.50 from the General Fund for payment to Burrtec to offset a 1.74 percent rate increase to the residential refuse rate for the first six months of calendar year 2016. A similar allocation from the General Fund for the last six months of calendar year 2016 will be incorporated into the Fiscal Year 2016-17 City Budget.

Table 1
Maximum Proposed Monthly Refuse Rates

Commercial		
<i>Service/Size/Pickup</i>	<i>Current Rate</i>	<i>Effective</i>
		<i>January 1, 2016</i>
Multifamily Commercial:		
Single Family Bin 1.5/Frequency 1	\$ 93.80	\$ 103.41
Bin 1.5/Frequency 1	\$ 104.13	\$ 114.81
Bin 1.5/Frequency 2	\$ 194.69	\$ 214.64
Bin 1.5/Frequency 3	\$ 285.68	\$ 314.96
Bin 2.0/Frequency 1	\$ 121.12	\$ 133.97
Bin 2.0/Frequency 2	\$ 220.50	\$ 243.11
Bin 2.0/Frequency 3	\$ 321.43	\$ 354.38
Bin 3.0/Frequency 1	\$ 171.73	\$ 189.34
Bin 3.0/Frequency 2	\$ 290.25	\$ 320.00
Bin 3.0/Frequency 3	\$ 411.02	\$ 453.15
Bin 3.0/Frequency 4	\$ 531.81	\$ 586.32
Bin 3.0/Frequency 5	\$ 652.58	\$ 719.47
Bin 3.0/Frequency 6	\$ 773.38	\$ 852.65
Commercial with Recycling:		
Bin 1.5/Frequency 1	\$ 100.37	\$ 109.78
Bin 1.5/Frequency 2	\$ 186.83	\$ 205.03
Bin 1.5/Frequency 3	\$ 275.23	\$ 302.69
Bin 2.0/Frequency 1	\$ 116.52	\$ 127.56
Bin 2.0/Frequency 2	\$ 211.72	\$ 233.43
Bin 2.0/Frequency 3	\$ 308.05	\$ 339.62
Bin 3.0/Frequency 1	\$ 165.04	\$ 180.66
Bin 3.0/Frequency 2	\$ 276.87	\$ 305.25
Bin 3.0/Frequency 3	\$ 390.54	\$ 428.80
Bin 3.0/Frequency 4	\$ 504.64	\$ 553.84
Bin 3.0/Frequency 5	\$ 618.72	\$ 678.87
Bin 3.0/Frequency 6	\$ 732.83	\$ 803.86

Commercial		
<i>Service/Size/Pickup</i>	<i>Current Rate</i>	<i>Effective</i>
		<i>January 1, 2016</i>
Commercial Greenwaste:		
Bin 3.0/Frequency 1	\$ 154.59	\$ 161.44
Bin 3.0/Frequency 2	\$ 260.48	\$ 273.53
Bin 3.0/Frequency 3	\$ 366.39	\$ 385.63
Bin 3.0/Frequency 4	\$ 472.27	\$ 497.72
Bin 3.0/Frequency 5	\$ 578.16	\$ 609.80
Bin 3.0/Frequency 6	\$ 684.06	\$ 721.91
Commercial Compacted:		
Bin 3.0/Frequency 1	\$ 225.04	\$ 234.97
Bin 3.0/Frequency 2	\$ 401.38	\$ 420.61
Bin 3.0/Frequency 3	\$ 577.73	\$ 606.26
Bin 3.0/Frequency 4	\$ 754.07	\$ 791.87
Bin 3.0/Frequency 5	\$ 930.42	\$ 977.52
Bin 3.0/Frequency 6	\$ 1,106.77	\$ 1,163.15
Bin 4.0/Frequency 3	\$ 766.88	\$ 804.87
Commercial Temporary:		
Bin 3.0/Frequency 7	\$ 92.18	\$ 93.09
Commercial Permanent Roll- Off:		
Bin 40/Frequency 6	\$ 411.02	\$ 413.17
Bin 25/Frequency 8	\$ 494.62	\$ 496.77
Bin 10/Frequency 8	\$ 494.62	\$ 496.77
Bin 40 Comp/Frequency 8	\$ 494.62	\$ 496.77
Commercial Temporary Roll- Off:		
Bin 40/Frequency 6	\$ 433.03	\$ 435.46
Bin 25/Frequency 8	\$ 523.97	\$ 526.51
Bin 10/Frequency 8	\$ 523.96	\$ 526.50
Bin 40 Comp/Frequency 8	\$ 523.96	\$ 526.50
Commercial Recycling Roll- Off:		
Bin 40/Frequency 6	\$ 160.22	\$ 162.37
Bin 25/Frequency 8	\$ 160.22	\$ 162.37
Bin 10/Frequency 8	\$ 160.22	\$ 162.37
Bin 40 Comp/Frequency 8	\$ 160.22	\$ 162.37
Commercial Extra Services:		
Extra Pickup	\$ 41.12	\$ 41.68
Locking Container	\$ 6.24	\$ 6.32
Steam Cleaning (Compactors)	\$ 85.13	\$ 86.27
Bulky Item Trip Fee	\$ 39.73	\$ 40.26
Bulky Item Fee (each item)	\$ 11.35	\$ 11.49
Relocation Fee (Roll- Off)	\$ 85.13	\$ 86.27
Rental Fee (per day)	\$ 22.91	\$ 23.20

RESOLUTION NO. 15-3101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR SETTING REFUSE RATES TO BE EFFECTIVE JANUARY 1, 2016.

WHEREAS, Chapter 6.16 of the Montclair Municipal Code establishes a mandatory refuse collection program and a process for the collection of service fees related thereto; and

WHEREAS, the Montclair City Council last approved a commercial refuse service rate adjustment in January 2014 with an effective date of February 1, 2014; and

WHEREAS, Burrtec Waste Industries, Inc. (Burrtec), the City's solid waste hauler, is requesting and is authorized annual rate adjustments pursuant to the terms of the existing franchise agreement between the City and Burrtec; and

WHEREAS, Burrtec is requesting a commercial refuse service rate adjustment of 1.34 percent, effective January 1, 2016; and

WHEREAS, the Montclair City Council has examined the rate schedule and determined the commercial refuse service rates hereinafter enumerated are fair, reasonable, and necessary and that such rates bear a reasonable relationship between cost and benefits.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby sets forth the following schedules of service rates for the collection and disposal of commercial refuse:

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. 15-3101 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

Maximum Proposed Monthly Refuse Rates

Commercial		
Service/Size/Pickup	Current Rate	Effective
		January 1, 2016
Multifamily Commercial:		
Alleyway Service Per Unit	\$ 32.94	\$ 33.20
Single Family Bin 1.5/Frequency 1	\$ 93.80	\$ 103.41
Bin 1.5/Frequency 1	\$ 104.13	\$ 114.81
Bin 1.5/Frequency 2	\$ 194.69	\$ 214.64
Bin 1.5/Frequency 3	\$ 285.68	\$ 314.96
Bin 2.0/Frequency 1	\$ 121.12	\$ 133.97
Bin 2.0/Frequency 2	\$ 220.50	\$ 243.11
Bin 2.0/Frequency 3	\$ 321.43	\$ 354.38
Bin 3.0/Frequency 1	\$ 171.73	\$ 189.34
Bin 3.0/Frequency 2	\$ 290.25	\$ 320.00
Bin 3.0/Frequency 3	\$ 411.02	\$ 453.15
Bin 3.0/Frequency 4	\$ 531.81	\$ 586.32
Bin 3.0/Frequency 5	\$ 652.58	\$ 719.47
Bin 3.0/Frequency 6	\$ 773.38	\$ 852.65
Commercial with Recycling:		
Bin 1.5/Frequency 1	\$ 100.37	\$ 109.78
Bin 1.5/Frequency 2	\$ 186.83	\$ 205.03
Bin 1.5/Frequency 3	\$ 275.23	\$ 302.69
Bin 2.0/Frequency 1	\$ 116.52	\$ 127.56
Bin 2.0/Frequency 2	\$ 211.72	\$ 233.43
Bin 2.0/Frequency 3	\$ 308.05	\$ 339.62
Bin 3.0/Frequency 1	\$ 165.04	\$ 180.66
Bin 3.0/Frequency 2	\$ 276.87	\$ 305.25
Bin 3.0/Frequency 3	\$ 390.54	\$ 428.80
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Service/Size/Pickup	Current Rate	Effective
		January 1, 2016
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Bin 3.0/Frequency 2	\$ 260.48	\$ 273.53
Bin 3.0/Frequency 3	\$ 366.39	\$ 385.63
Bin 3.0/Frequency 4	\$ 472.27	\$ 497.72
Bin 3.0/Frequency 5	\$ 578.16	\$ 609.80
Bin 3.0/Frequency 6	\$ 684.06	\$ 721.91
Commercial Compacted:		
Bin 3.0/Frequency 1	\$ 225.04	\$ 234.97
Bin 3.0/Frequency 2	\$ 401.38	\$ 420.61
Bin 3.0/Frequency 3	\$ 577.73	\$ 606.26
Bin 3.0/Frequency 4	\$ 754.07	\$ 791.87
Bin 3.0/Frequency 5	\$ 930.42	\$ 977.52
Bin 3.0/Frequency 6	\$ 1,106.77	\$ 1,163.15
Bin 4.0/Frequency 3	\$ 766.88	\$ 804.87
Commercial Temporary:		
Bin 3.0/Frequency 7	\$ 92.18	\$ 93.09
Commercial Permanent Roll- Off:		
Bin 40/Frequency 6	\$ 411.02	\$ 413.17
Bin 25/Frequency 8	\$ 494.62	\$ 496.77
Bin 10/Frequency 8	\$ 494.62	\$ 496.77
Bin 40 Comp/Frequency 8	\$ 494.62	\$ 496.77
Commercial Temporary Roll- Off:		
Bin 40/Frequency 6	\$ 433.03	\$ 435.46
Bin 25/Frequency 8	\$ 523.97	\$ 526.51
Bin 10/Frequency 8	\$ 523.96	\$ 526.50
Bin 40 Comp/Frequency 8	\$ 523.96	\$ 526.50
Commercial Recycling Roll- Off:		
Bin 40/Frequency 6	\$ 160.22	\$ 162.37
Bin 25/Frequency 8	\$ 160.22	\$ 162.37
Bin 10/Frequency 8	\$ 160.22	\$ 162.37
Bin 40 Comp/Frequency 8	\$ 160.22	\$ 162.37
Commercial Extra Services:		
Extra Pickup	\$ 41.12	\$ 41.68
Locking Container	\$ 6.24	\$ 6.32
Steam Cleaning (Compactors)	\$ 85.13	\$ 86.27
Bulky Item Trip Fee	\$ 39.73	\$ 40.26
Bulky Item Fee (each item)	\$ 11.35	\$ 11.49
Relocation Fee (Roll- Off)	\$ 85.13	\$ 86.27
Rental Fee (per day)	\$ 22.91	\$ 23.20

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 15-3103 AUTHORIZING PLACEMENT
OF LIENS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH CHARGES

DATE: November 2, 2015

SECTION: RESOLUTIONS

ITEM NO.: 2

FILE I.D.: STB300-17

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Staff has identified 217 sewer and trash accounts in the odd-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

A copy of proposed Resolution No. 15-3103 is attached for the City Council's review and consideration.

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

The 217 liens presented for approval are for accounts that are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is \$55,069.04, plus \$4,557.00 for release of lien fees, plus \$10,850.00 in lien fees, for a total of \$70,476.04.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 15-3103 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by:

Cathy Graves

Fiscal Impact
Finance Review:

Donald L. Parker

Proofed by:

Janet Kulleck

Reviewed and
Approved By:

Donald L. Parker

RESOLUTION NO. 15-3103

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

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

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

WHEREAS, it has been determined that there are 217 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

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

WHEREAS, the owners of these properties were notified on October 8, 2015, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and that such liens would be considered for approval by the Montclair City Council on Monday, November 2, 2015.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approves the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - November 2015*, attached hereto.

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

APPROVED AND ADOPTED this XX day of XX, 2015.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 15-3103 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 to Resolution No. 15-3103
Report of Delinquent Civil Debts – November 2015

Street No.	Street	Account type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
4334	Alamitos Street	Residential	\$ 229.21	\$ 21.00	\$ 50.00	\$ 300.21
5356	Alamitos Street	Residential	229.20	21.00	50.00	300.20
4575	Allesandro Street	Residential	378.75	21.00	50.00	449.75
4667	Allesandro Street	Residential	229.20	21.00	50.00	300.20
9910	Amherst Avenue	Residential	229.21	21.00	50.00	300.21
5136	Aspen Drive	Residential	217.99	21.00	50.00	288.99
9934	Bel Air Avenue	Senior	201.72	21.00	50.00	272.72
9982	Bel Air Avenue	Residential	229.20	21.00	50.00	300.20
10036	Bel Air Avenue	Residential	227.09	21.00	50.00	298.09
9950	Bel Air Avenue	Residential	229.26	21.00	50.00	300.26
9939	Bel Air Avenue	Residential	226.43	21.00	50.00	297.43
10045	Bel Air Avenue	Residential	228.90	21.00	50.00	299.90
5598	Benito Street	Residential	227.09	21.00	50.00	298.09
5389	Benito Street	Senior	229.77	21.00	50.00	300.77
4400	Benito Street	Residential	229.20	21.00	50.00	300.20
5429	Benito Street	Residential	230.77	21.00	50.00	301.77
4460	Benito Street	Residential	229.20	21.00	50.00	300.20
5568	Benito Street	Residential	203.99	21.00	50.00	274.99
9590	Benson Avenue	Residential	229.20	21.00	50.00	300.20
9974	Benson Avenue	Residential	203.99	21.00	50.00	274.99
10032	Benson Avenue	Residential	211.53	21.00	50.00	282.53
10044	Benson Avenue	Residential	321.53	21.00	50.00	392.53
4843	Berkeley Street	Residential	321.53	21.00	50.00	392.53
4285	Berkeley Street	Residential	229.20	21.00	50.00	300.20
5382	Berkeley Street	Residential	229.20	21.00	50.00	300.20
4797	Berkeley Street	Residential	203.99	21.00	50.00	274.99
9598	Bolton Avenue	Residential	229.20	21.00	50.00	300.20
9768	Bolton Avenue	Residential	203.99	21.00	50.00	274.99
9512	Bolton Avenue	Residential	321.53	21.00	50.00	392.53
4435	Bonnie Brae Street	Multifamily	222.08	21.00	50.00	293.08
4541	Bonnie Brae Street	Residential	239.76	21.00	50.00	310.76
4810	Brooks Street	Commercial	339.17	21.00	50.00	410.17
4392	Brooks Street #C	Commercial	227.81	21.00	50.00	298.81
4392	Brooks Street #E	Commercial	235.23	21.00	50.00	306.23
11304	Butterfield Avenue	Residential	201.72	21.00	50.00	272.72
9851	Camarena Avenue	Residential	229.20	21.00	50.00	300.20
9803	Camarena Avenue	Residential	209.81	21.00	50.00	280.81
5458	Cambridge Street	Residential	203.99	21.00	50.00	274.99
5448	Cambridge Street	Residential	229.20	21.00	50.00	300.20
4853	Cambridge Street	Residential	229.20	21.00	50.00	300.20
5490	Cambridge Street	Residential	321.53	21.00	50.00	392.53

Exhibit A to Resolution No. 15-3103
Report of Delinquent Civil Debts – November 2015

Street No.	Street	Account type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
10060	Camulos Avenue	Residential	\$ 203.99	\$ 21.00	\$ 50.00	\$ 274.99
9606	Camulos Avenue	Residential	229.20	21.00	50.00	300.20
9547	Camulos Avenue	Residential	229.30	21.00	50.00	300.30
9511	Camulos Avenue	Residential	229.20	21.00	50.00	300.20
9877	Camulos Avenue	Residential	255.16	21.00	50.00	326.16
9757	Camulos Avenue	Residential	239.36	21.00	50.00	310.36
9737	Camulos Avenue	Residential	229.20	21.00	50.00	300.20
9243	Camulos Avenue	Residential	229.20	21.00	50.00	300.20
9530	Camulos Avenue	Residential	229.18	21.00	50.00	300.18
9252	Camulos Avenue	Residential	227.09	21.00	50.00	298.09
9112	Camulos Avenue	Residential	229.18	21.00	50.00	300.18
9426	Camulos Avenue	Residential	399.12	21.00	50.00	470.12
5635	Caroline Street	Residential	231.81	21.00	50.00	302.81
9454	Carrillo Avenue	Residential	239.36	21.00	50.00	310.36
9588	Carrillo Avenue	Residential	445.06	21.00	50.00	516.06
9921	Central Avenue	Residential	203.99	21.00	50.00	274.99
9805	Central Avenue	Residential	314.94	21.00	50.00	385.94
10330-34	Central Avenue	Commercial	252.06	21.00	50.00	323.06
9566	Central Avenue	Residential	321.53	21.00	50.00	392.53
9845	Central Avenue	Residential	239.30	21.00	50.00	310.30
9855	Central Avenue	Residential	227.08	21.00	50.00	298.08
9556	Central Avenue	Residential	227.52	21.00	50.00	298.52
9795	Coalinga Avenue	Residential	229.20	21.00	50.00	300.20
9875	Coalinga Avenue	Residential	239.36	21.00	50.00	310.36
9775	Coalinga Avenue	Residential	380.85	21.00	50.00	451.85
9872	Coalinga Avenue	Residential	251.04	21.00	50.00	322.04
11207	College Avenue	Residential	243.97	21.00	50.00	314.97
9390	Columbine Avenue	Residential	357.94	21.00	50.00	428.94
4401	Denver Street	Senior	205.44	21.00	50.00	276.44
4926	Denver Street	Residential	333.29	21.00	50.00	404.29
5626	Denver Street	Residential	268.23	21.00	50.00	339.23
5616	Denver Street	Residential	229.20	21.00	50.00	300.20
4456	Denver Street	Residential	217.94	21.00	50.00	288.94
4416	Denver Street	Residential	229.40	21.00	50.00	300.40
4254	Denver Street	Residential	321.53	21.00	50.00	392.53
4435	Denver Street	Residential	290.18	21.00	50.00	361.18
5602	Deodar Street	Residential	218.55	21.00	50.00	289.55
5168	El Morado Street	Residential	229.20	21.00	50.00	300.20
5416	El Morado Street	Residential	229.21	21.00	50.00	300.21
9355	Felipe Avenue	Residential	263.04	21.00	50.00	334.04
9784	Felipe Avenue	Residential	270.61	21.00	50.00	341.61

Exhibit A to Resolution No. 15-3103
Report of Delinquent Civil Debts – November 2015

Street No.	Street	Account type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9567	Fremont Avenue	Residential	\$ 255.16	\$ 21.00	\$ 50.00	\$ 326.16
10037	Fremont Avenue	Residential	226.83	21.00	50.00	297.83
9823	Fremont Avenue	Residential	229.20	21.00	50.00	300.20
9805	Fremont Avenue	Residential	321.53	21.00	50.00	392.53
9060	Fremont Avenue	Residential	200.44	21.00	50.00	271.44
10037	Geneva Avenue	Residential	230.28	21.00	50.00	301.28
9985	Geneva Avenue	Residential	229.20	21.00	50.00	300.20
9932	Geneva Avenue	Residential	229.51	21.00	50.00	300.51
4328	Granada Street	Residential	229.20	21.00	50.00	300.20
5628	Granada Street	Residential	229.20	21.00	50.00	300.20
4277	Granada Street	Residential	229.21	21.00	50.00	300.21
5422	Granada Street	Residential	229.23	21.00	50.00	300.23
5627	Granada Street	Residential	328.35	21.00	50.00	399.35
9783	Greenwood Avenue	Residential	229.20	21.00	50.00	300.20
9627	Greenwood Avenue	Residential	229.39	21.00	50.00	300.39
4418	Harvard Street	Residential	229.20	21.00	50.00	300.20
4430	Harvard Street	Residential	226.43	21.00	50.00	297.43
4785	Harvard Street	Senior	206.47	21.00	50.00	277.47
4775	Harvard Street	Residential	209.53	21.00	50.00	280.53
4386	Harvard Street	Residential	230.59	21.00	50.00	301.59
4407	Harvard Street	Residential	230.28	21.00	50.00	301.28
5462	Harvard Street	Residential	251.69	21.00	50.00	322.69
4391	Harvard Street	Residential	251.01	21.00	50.00	322.01
9607	Helena Avenue	Residential	203.99	21.00	50.00	274.99
9616	Helena Avenue	Residential	204.99	21.00	50.00	275.99
9660	Helena Avenue B	Residential	228.90	21.00	50.00	299.90
4864	Highland Street	Residential	255.16	21.00	50.00	326.16
5190	Howard Street A & B	Multifamily	516.21	21.00	50.00	587.21
4585	James Street	Residential	229.20	21.00	50.00	300.20
5144	June Mountain Drive	Residential	321.53	21.00	50.00	392.53
9844	Kimberly Avenue	Residential	229.15	21.00	50.00	300.15
5564	La Doney Street	Residential	229.37	21.00	50.00	300.37
5430	La Doney Street	Residential	229.20	21.00	50.00	300.20
9744	Lehigh Avenue	Residential	329.82	21.00	50.00	400.82
9054	Lindero Avenue	Residential	235.89	21.00	50.00	306.89
10041	Lindero Avenue	Residential	230.31	21.00	50.00	301.31
9958	Lindero Avenue	Residential	229.20	21.00	50.00	300.20
9864	Mammoth Drive	Residential	229.32	21.00	50.00	300.32
9527	Marion Avenue	Residential	229.20	21.00	50.00	300.20
9537	Marion Avenue	Residential	420.47	21.00	50.00	491.47
9643	Marion Avenue	Residential	227.95	21.00	50.00	298.95

Exhibit A to Resolution No. 15-3103
Report of Delinquent Civil Debts – November 2015

Street No.	Street	Account type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9751	Mills Avenue	Residential	\$ 204.39	\$ 21.00	\$ 50.00	\$ 275.39
9575	Mills Avenue	Residential	281.09	21.00	50.00	352.09
9995	Mills Avenue	Residential	360.56	21.00	50.00	431.56
9969	Mills Avenue	Residential	230.46	21.00	50.00	301.46
10082	Monte Vista Avenue	Residential	399.33	21.00	50.00	470.33
9066	Monte Vista Avenue	Residential	255.16	21.00	50.00	326.16
9815	Monte Vista Avenue	Residential	229.20	21.00	50.00	300.20
9775	Monte Vista Avenue	Residential	321.53	21.00	50.00	392.53
9056	Monte Vista Avenue	Residential	230.69	21.00	50.00	301.69
5082	Moreno Street	Residential	229.20	21.00	50.00	300.20
4866	Moreno Street	Residential	211.53	21.00	50.00	282.53
4872	Olive Street	Residential	229.23	21.00	50.00	300.23
4644	Olive Street	Residential	237.57	21.00	50.00	308.57
4893	Olive Street	Residential	321.53	21.00	50.00	392.53
5690	Orchard Street	Residential	229.20	21.00	50.00	300.20
4322	Orchard Street	Residential	255.16	21.00	50.00	326.16
5596	Orchard Street	Residential	201.12	21.00	50.00	272.12
4382	Orchard Street	Residential	259.02	21.00	50.00	330.02
5257	Palo Verde Street	Senior	206.47	21.00	50.00	277.47
5393	Palo Verde Street	Multifamily	321.81	21.00	50.00	392.81
5405	Palo Verde Street	Residential	321.53	21.00	50.00	392.53
5362	Palo Verde Street	Residential	204.73	21.00	50.00	275.73
9585	Poulsen Avenue	Residential	229.23	21.00	50.00	300.23
9935	Poulsen Avenue	Residential	229.20	21.00	50.00	300.20
10043	Poulsen Avenue	Residential	229.20	21.00	50.00	300.20
9633	Poulsen Avenue	Residential	228.65	21.00	50.00	299.65
9375	Pradera Avenue	Multifamily	1031.17	21.00	50.00	1102.17
9970	Pradera Avenue	Residential	250.17	21.00	50.00	321.17
9425	Pradera Avenue #3	Residential	229.16	21.00	50.00	300.16
4426	Princeton Street	Residential	203.99	21.00	50.00	274.99
5564	Princeton Street	Senior	200.25	21.00	50.00	271.25
4438	Princeton Street	Residential	241.90	21.00	50.00	312.90
4869	Princeton Street	Residential	203.99	21.00	50.00	274.99
4833	Princeton Street	Residential	203.99	21.00	50.00	274.99
9209	Ramona Avenue	Residential	229.21	21.00	50.00	300.21
9587	Ramona Avenue	Residential	321.53	21.00	50.00	392.53
9769	Ramona Avenue	Residential	285.06	21.00	50.00	356.06
9551	Ramona Avenue	Residential	226.43	21.00	50.00	297.43
9595	Ramona Avenue	Residential	229.20	21.00	50.00	300.20
9434	Rose Avenue	Residential	229.20	21.00	50.00	300.20
9352	Rose Avenue	Residential	229.20	21.00	50.00	300.20

Exhibit A to Resolution No. 15-3103
Report of Delinquent Civil Debts – November 2015

Street No.	Street	Account type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9413	Rose Avenue	Residential	\$ 281.12	\$ 21.00	\$ 50.00	\$ 352.12
9944	Rose Avenue	Residential	369.17	21.00	50.00	440.17
9866	Rose Avenue	Senior	206.47	21.00	50.00	277.47
9720	Rose Avenue	Residential	255.16	21.00	50.00	326.16
9966	Rose Avenue	Residential	348.93	21.00	50.00	419.93
5361	Rosewood Street	Residential	229.23	21.00	50.00	300.23
5381	Rosewood Street	Residential	321.53	21.00	50.00	392.53
4683	Rosewood Street	Residential	229.32	21.00	50.00	300.32
4560	Rosewood Street	Residential	229.20	21.00	50.00	300.20
4954	Rosewood Street	Residential	231.81	21.00	50.00	302.81
4860	Rosewood Street	Residential	412.15	21.00	50.00	483.15
5401	Rosewood Street	Residential	229.48	21.00	50.00	300.48
11076	Roswell Avenue	Residential	233.19	21.00	50.00	304.19
4164	Rudisill Street	Residential	229.20	21.00	50.00	300.20
5360	Rudisill Street	Residential	255.16	21.00	50.00	326.16
5409	Rudisill Street	Residential	254.57	21.00	50.00	325.57
5421	Rudisill Street	Residential	255.16	21.00	50.00	326.16
4524	Rudisill Street	Residential	210.21	21.00	50.00	281.21
5489	San Bernardino Street	Residential	261.05	21.00	50.00	332.05
5418	San Bernardino Street	Residential	232.19	21.00	50.00	303.19
4749	San Bernardino Street	Residential	237.93	21.00	50.00	308.93
4711	San Bernardino Street	Residential	229.20	21.00	50.00	300.20
5133	San Bernardino Street	Residential	229.20	21.00	50.00	300.20
4844	San Bernardino Street	Residential	254.83	21.00	50.00	325.83
4843	San Bernardino Street	Residential	229.32	21.00	50.00	300.32
4285	San Bernardino Street	Residential	229.32	21.00	50.00	300.32
5446	San Jose Street	Residential	229.37	21.00	50.00	300.37
4594	San Jose Street	Residential	265.06	21.00	50.00	336.06
4485	San Jose Street	Residential	255.17	21.00	50.00	326.17
5422	San Jose Street	Residential	357.94	21.00	50.00	428.94
5510	San Jose Street	Residential	229.04	21.00	50.00	300.04
5590	San Jose Street	Residential	203.99	21.00	50.00	274.99
5453	San Jose Street	Residential	358.16	21.00	50.00	429.16
4424	San Jose Street #10	Residential	229.20	21.00	50.00	300.20
4424	San Jose Street #18	Residential	229.20	21.00	50.00	300.20
4424	San Jose Street #24	Residential	215.97	21.00	50.00	286.97
4424	San Jose Street #27	Residential	231.81	21.00	50.00	302.81
4622	San Jose Street U	Residential	218.19	21.00	50.00	289.19
10016	Santa Anita Avenue	Residential	241.68	21.00	50.00	312.68
5130	Sundance Drive	Residential	230.82	21.00	50.00	301.82
9617	Surrey Avenue	Residential	229.20	21.00	50.00	300.20

Exhibit A to Resolution No. 15-3103
Report of Delinquent Civil Debts – November 2015

Street No.	Street	Account type	Delinquency	Release of Lien Fee	Lien Fee	Total Lien Amount
9584	Surrey Avenue	Residential	\$ 229.32	\$ 21.00	\$ 50.00	\$ 300.32
9834	Tudor Avenue	Residential	229.20	21.00	50.00	300.20
9824	Tudor Avenue	Residential	229.20	21.00	50.00	300.20
9630	Tudor Avenue	Residential	321.53	21.00	50.00	392.53
9532	Tudor Avenue	Residential	327.26	21.00	50.00	398.26
10036	Tudor Avenue	Residential	203.99	21.00	50.00	274.99
9831	Vail Drive	Residential	203.99	21.00	50.00	274.99
9829	Vail Drive	Residential	226.19	21.00	50.00	297.19
9863	Vernon Avenue	Multifamily	321.53	21.00	50.00	392.53
9942	Vernon Avenue	Residential	231.89	21.00	50.00	302.89
9350	Vernon Avenue	Residential	229.20	21.00	50.00	300.20
5447	Yale Street	Residential	254.83	21.00	50.00	325.83
		Total:	\$55,069.04	\$4,557.00	\$10,850.00	\$70,476.04

AGENDA REPORT

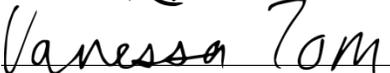
SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 15-3104 ESTABLISHING THE CITY'S COMMITMENT TO THE HEALTHY EATING, ACTIVE LIVING (HEAL) CITIES CAMPAIGN AND STRENGTHENING THE CITY'S COMMITMENT TO PROMOTE HEALTHY LIVING	DATE:	November 2, 2015
		SECTION:	RESOLUTIONS
		ITEM NO.:	3
		FILE I.D.:	HSV042/HSV049
		DEPT.:	HUMAN SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Resolution No. 15-3104 establishing the City's commitment to the Healthy Eating, Active Living (HEAL) cities campaign and strengthening the city's commitment to promote healthy living.

A copy of proposed Resolution No. 15-3104 is attached for the City Council's review and consideration.

BACKGROUND: The City of Montclair was one of the first cities in California to be designated a Healthy City from California Healthy Cities and Communities, an initiative of Center for Civic partnerships in 1998. Since this time, the Healthy Montclair Initiative has flourished and through a convening of stakeholders throughout the community, the focus areas of the initiative were established which include increasing access to healthy food, physical activity and health care. Recent accomplishments of the Healthy Montclair Initiative include:

- In November 2014, Healthy Montclair, YWCA Inland Communities, and PlaceWorks presented at the Southern California Public Health Association Annual Conference in Los Angeles on "Using Healthography to Define a Healthy Montclair."
- In May 2015, Healthy Montclair, in partnership with PlaceWorks and YWCA Inland Communities, received the Advancing Diversity and Social Change Award from the American Planning Association, Inland Empire Section.
- In June 2015, Healthy Montclair is one of 241 cities across the nation chosen to receive the Playful City USA designation, which honors cities that champion efforts to make play a priority through establishing policy initiatives, infrastructure investments and innovative programming which demonstrates a commitment to ensuring all kids get the balance of active play they need to thrive.
- The grand opening of the Montclair Community Garden took place in June 2015. Currently the garden is at capacity, and there is a waitlist of community members that are interested in becoming a community gardener.

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

Cities and their residents face increased health care costs and diminished quality of life due to the epidemic of obesity and overweight. City leaders across California are addressing the crisis by implementing land use and employee policies which encourage physical activity and nutritious eating.

The League of California Cities (LCC) adopted a resolution which encouraged cities to embrace policies that promote healthier lifestyles and communities. Two years later, LCC adopted a resolution to work together with the Institute for Local Government, and the Cities, Counties, and Schools Partnership to develop a clearinghouse of information that cities can use to promote wellness policies and healthier cities. The Healthy Eating Active Living Cities Campaign grew out of these resolutions and is a partnership of the California Center for Public Health Advocacy and LCC.

All California cities that adopt HEAL policies encouraging physical activity and good nutrition are eligible to be a HEAL City and, upon review and approval, become eligible for public relations and marketing resources including use of the HEAL Cities logo.

FISCAL IMPACT: Adoption of proposed Resolution No. 15-3104 would have no direct fiscal impact on the City's General Fund.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 15-3104 establishing the City's commitment to the Healthy Eating, Active Living Cities campaign and strengthening the City's commitment to promote healthy living.

RESOLUTION NO. 15-3104

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR SUPPORTING THE HEALTHY
EATING, ACTIVE LIVING (HEAL) CITIES CAMPAIGN
AND STRENGTHENING THE CITY'S COMMITMENT
TO PROMOTE HEALTHY LIVING**

WHEREAS, in 2004, the League of California Cities adopted an Annual Conference resolution to encourage cities to embrace policies that facilitate activities to promote healthier lifestyles and communities, including healthy diet and nutrition and adoption of city design and planning principles that enable citizens of all ages and abilities to undertake exercise; and

WHEREAS, on November 18, 2011, the League of California Cities Board of Directors unanimously voted to encourage 100 percent Board participation in the HEAL Cities Campaign; and

WHEREAS, more than half of California's adults are overweight or obese and therefore at risk for many chronic conditions including diabetes, heart disease, cancer, arthritis, stroke, and, hypertension; and

WHEREAS, one in four youth between the ages of 9 and 16 in California is overweight and 46.8% of seventh graders in the Ontario-Montclair School District are overweight or obese; and

WHEREAS, the current generation of children are expected to have shorter lives than their parents due to the consequences of obesity; and

WHEREAS, the annual cost to California—in medical bills, workers' compensation, and lost productivity—for residents being overweight, obese, and physical inactive, exceeds \$41 billion; and

WHEREAS, addressing the health of Montclair residents and its workforce could decrease chronic disease and health care costs as well as increase productivity; and

WHEREAS, the HEAL campaign is consistent with the Healthy Montclair Initiative to create healthier environments by improving access to healthy food and physical activity; and

WHEREAS, the City Council Members of the City of Montclair acknowledge their roles as elected community leaders in improving access to healthy food and physical activity in Montclair;

NOW, THEREFORE, LET IT BE RESOLVED that the City Council hereby recognized that obesity is a serious public health threat to the health and wellbeing of adults, children, and families in the City of Montclair. While individual lifestyle changes are necessary, individual effort alone is insufficient to combat obesity's rising tide. Significant societal and environmental changes are needed to support individual efforts to make healthier choices. To that end, the City Council of the City of Montclair will

continue to demonstrate their commitment to Healthy Montclair by declaring Montclair a HEAL City and adopting this Healthy Eating, Active Living resolution.

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. 15-3104 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

**MINUTES OF THE REGULAR MEETING OF THE PUBLIC
WORKS COMMITTEE HELD ON THURSDAY, OCTOBER 15,
2015, AT 4:00 P.M. IN THE CITY MANAGER CONFERENCE
ROOM, 5111 BENITO STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Chair Raft called the meeting to order at 4:00 p.m.

II. ROLL CALL

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

Absent: City Manager Starr.

III. APPROVAL OF MINUTES

The Public Works Committee approved the minutes of the Public Works Committee Meeting of September 17, 2015.

IV. PUBLIC COMMENT

None.

V. PUBLIC WORKS DEPT. UPDATES/ITEMS

A. OPERATIONS

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

B. FACILITIES AND GROUNDS

MONTCLAIR BALL FIELDS RENNOVATION (ADD ON)

One year ago, Montclair Little League requested exclusive use of the ball fields from the City. The City declined on the request. City employees recently received an email from the league requesting Saratoga and Kingsley ball fields be renovated and Montclair League Members may want to present this issue at a future Council Meeting. Chair Raft asked the Committee if the ball fields at Saratoga and Kingsley Park are in poor condition. Facilities and Grounds Superintendent McGehee stated the irrigation system can be updated but the fields appear to be in decent shape. Montclair League Members were trained on maintaining the infields by Parks Leadworker Chad Quidor. Chair Raft asked the Committee if the maintenance of the infields by league members in the agreement.

Facilities and Grounds Superintendent said in the agreement the City or League Members do not maintain the infields. Public Works Director/City Engineer Hudson stated that the renovation amount will depend on what is updated. The City can oversee, apply fertilizer, and fix the irrigation system but this will not resolve the infield renovation issues. Public Works employees will analyze and determine if any funds can be spent on a modest renovation of the infields at both parks in the next budget meeting.

C. ENGINEERING DIVISION ITEMS

NEW DEVELOPEMNT (ADD ON)

A developer is considering the lot at the South West corner of Holt Boulevard and Central Avenue to develop a warehouse building on the south half of the property and the North half will be considered for commercial related businesses. The developer is determined to bring back Cardenas Market, add a few restaurants, and commercial retail space with City assistance. The location of this future development is not situated in the best area with issues of access on Brooks Street. A recommendation to extend Brooks Street through to Central Avenue and signalize the intersection was mentioned to City Staff.

The City will also have to address the frontage road on the east side of Central Avenue that services a storage place and Monte Vista Water District. Mr. Hudson suggested two options that one be considered. Option 1 would locate the intersection due east of the existing terminus of Brooks Street, but would have significant grade issues to overcome for the easterly frontage road connection. Option 2 would move the proposed intersection northerly to the existing intersections of the two frontage roads with Central Avenue. A feasibility study is estimated to cost \$10,000.

Deputy City Manager/Director of Economic Development Staats suggested the City should do the study for economic development to determine the feasibility of updating the full intersection. This location is a hard parcel to develop due to the access point and size of the lot. The City in the past has favored grocery stores and the survey will determine if this development can be achieved.

The Committee concurred with staff recommendation to fund the feasibility study.

VI. POLICE DEPARTMENT UPDATES/ITEMS

None.

VII. COMMUNITY DEVELOPMENT DEPARTMENT PROJECT UPDATES/ITEMS

ARCO GAS STATION REMODEL (ADD ON)

The Arco Gas Station located at Holt Boulevard and Monte Vista Avenue presented Community Development staff with plans on a remodel. The owner wishes to completely tear down the building and office space due to the under utilization of the previous design plans. Director of Community Development Lustro stated that the new plans can help with traffic. The new design rotates the gas station 90 degrees. In addition to the remodel an attached self service car wash on the east side of the property will be added. The pump island and canopy would be located on the west of the property. Chair Raft asked if the property is large enough to accommodate this design. Director of Community Development Lustro stated yes. The designs have the gas tanks in the same location and will not be moved. The tanks will continue to be serviced on a regular basis by South Coast Air Quality Management District (AQMD).

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

The sixty-five percent design submittal was sent to the City last week. The project schedule is right on target. This project is estimated to have the design plans at one hundred percent completion by the end of the year. The City is currently working on a maintenance construction agreement with the Union Pacific Railroad. The appraisal is estimated to be completed for the railroad property easements. When this project was originally started the City did acquire a small portion of easements but based on current design plans, this project now requires a larger easement. Public Works Director/City Engineer Hudson asked the Committee for a closed session at the November 16 Council meeting to discuss appraisal approval and authorization to start the negotiations of easements with the Union Pacific Railroad.

B. CENTRAL AVENUE/UPRR GRADE SEPARATION RECONSTRUCTION

The City is waiting to see if Caltrans will approve the widening portion of the bridge and Public Works Staff is not aware of the time limit for this request.

C. RECREATION BUILDING REMODEL-PHASE TWO WEIGHT ROOM

This project is currently out to bid. Bids opening will be the last week of October. This project will be presented to the Council meeting in November or December for award. The delay is due to the time required to get the County's approval due to the use of Community Development Block Grant Program (CDBG) funds. Construction is estimated to begin by the end of the year.

D. CENTRAL AVENUE/SAN BERNARDINO STREET TRAFFIC SIGNAL UPGRADE

The contractor decided to begin the underground conduit work and the City may see construction start in a few weeks. The signal poles are to be delivered and installed around the 1st of next year.

E. REEDER RANCH

This project is progressing well with most of the foundation work completed. Public Works Director/City Engineer Hudson has been on vacation and was not able to view the progress. An update will be announced at the next Public Works Committee Meeting.

F. GOLD LINE

The Gold Line construction from Union Station in Los Angeles to Azusa has reached the completion point and will soon be turned over to Metrolink in order to start the pre-revenue testing. The official announcement will be made next week.

IX. OTHER ITEMS

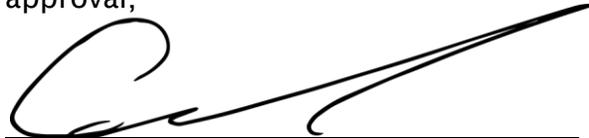
None.

X. ADJOURNMENT

The next meeting of the Public Works Committee will be at 4:00 p.m. on November 19, 2015, if there are items that need to be discussed.

At 4:22 p.m., Chair Raft adjourned the meeting.

Submitted for Public Works Committee approval,



Cenica Leonard
Transcribing Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR CODE
ENFORCEMENT/PUBLIC SAFETY COMMITTEE HELD ON
MONDAY, OCTOBER 19, 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; Deputy City Manager/Executive Director, Office of Economic Development Staats; Police Chief/Executive Director, Office of Public Safety deMoet; Community Development Director Lustro; Senior Code Enforcement Officer Fondario, Deputy City Attorney Holdaway.

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meeting of September 21, 2015

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of September 21, 2015.

IV. PUBLIC COMMENT

None.

V. OLD BUSINESS

None.

VI. NEW BUSINESS

1. Request to enforce Vehicle Code within Monterey Manor MHP (PS)

Several residents and the manager from Monterey Manor Mobile Home Park, 11250 Ramona Avenue, attended the meeting and submitted a request to the Police Department asking that the PD enforce the Vehicle Code on private property. The reasons cited included public safety and parking issues. During the meeting, the agent for the park, Mr. Davis, also requested the same for two other mobile home parks (Villa Montclair and Hacienda), also owned by the same entity. Police Chief/Executive Director, Office of Public Safety deMoet will follow-up with the City Attorney regarding the matter and Council Member Dutrey asked that a report be brought back to the next meeting.

2. Possible marijuana growing operations (CE)

Senior Code Enforcement Officer Fondario reported there was previously a significant marijuana growing operation at 10660 Silicon Avenue. It was shut down and cleared out, but there are indications a new grow operation may have been reestablished. CE will initiate an investigation, including trying to determine whether electricity use is abnormally excessive or whether electricity theft is occurring.

Senior Code Enforcement Officer Fondario reported that a grow operation was occurring at 4285 Granada Street, but it appears the owner has cleared it out and there is currently no activity there.

3. Recouping costs and staff time

Council Member Dutrey inquired whether the Code could be amended so that a property could be liened to recover staff costs when the City has to deal with the same property owner over and over regarding the same violations.

In response to a question by Council Member Dutrey about the status of the new massage ordinance, Community Development Director Lustro said that City Attorney Robbins had been working on forms and applications to be used by PD and Finance to register businesses and technicians to implement the new ordinance. Council Member Dutrey asked for a status report at the next meeting.

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

Discussion followed several of the properties.

VIII. NEXT MEETING

The next meeting is scheduled for Monday, November 16, 2015, at 6:00 p.m. in the City Hall Conference Room.

IX. ADJOURNMENT

At 6:34 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 MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
OCTOBER 19, 2015, AT 7:59 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 7:59 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Raft; Council Member Ruh; and Deputy City
Manager/Executive Director Office of Economic
Development Staats

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
October 5, 2015.**

Moved by Mayor Pro Tem Raft, seconded by Council Member Ruh,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of October 5, 2015.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

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

At 8:07 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 8:07 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Marilyn Staats
Deputy City Manager/
Executive Director Office of Economic Development