

**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

April 4, 2016

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](http://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 (CC), Successor Agency Board of Directors (SA), Montclair Housing Corporation Board of Directors (MHC), Montclair Housing Authority Commissioners (MHA), and Montclair Community Foundation Board of Directors (MCF)

**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 endorses any particular religious belief or form of invocation.*

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. PRESENTATIONS**

- A. Proclamation Declaring April 2016 as "Child Abuse Prevention Month" in the City of Montclair
- B. Certificate Recognizing Lieutenant Brian Ventura for Completion of the FBI National Academy
- C. Introduction of a New Employee

**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 (Acting Bodies). (Government Code Section 54954.3)*

*Under the provisions of the Brown Act, the Acting Bodies are 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 March 21, 2016 [CC/SA/MHC/MHA/MCF]

**B. Administrative Reports**

1. Consider Adoption of Standard Drawing SP-1, Sidewalk Joint Location for North Montclair Downtown Specific Plan Area [CC] 4
2. Consider Approval of Fiscal Year 2015-16 Schedule of Recommendations from the Community Action Committee for Community Benefits Funding [CC] 6
3. Consider Approval of Montclair Police Department Policy 462, Automated License Plate Readers (ALPRs) [CC] 9
4. Consider Approval of Warrant Register and Payroll Documentation [CC] 15

**C. Agreements**

1. Consider Approval of Agreement No. 16-29 with Moule & Polyzoides for Consultant Services for the First Amendment to the North Montclair Downtown Specific Plan [CC]  
  
Consider Appropriation of \$77,000 from Redevelopment Agency Project Area No. III Tax Allocation Bonds to Finance Consultant Services Associated with Agreement No. 16-29 [CC] 16

**D. Resolutions — None**

**IX. PULLED CONSENT CALENDAR ITEMS**

**X. RESPONSE — None**

**XI. COMMUNICATIONS**

**A. City Department Reports**

1. Public Works Department
  - Monte Vista Grade Separation Project Update
2. Community Development Department
  - Development Project Update
3. Human Services Department
  - Human Services Events

- B. City Attorney
  - 1. Closed Session Pursuant to Government Code Section 54956.9(d)(2) Regarding Potential Litigation
    - 1 potential case*
- 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 Personnel Committee of March 21, 2016 [CC]

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**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 litigation.)*

**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, April 18, 2016, 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 Acting Bodies after distribution of the Agenda packet are available for public inspection in the City Clerk's Office 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 City Clerk's Office 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, 5111, Benito Street, Montclair, California, on March 31, 2016.*

# AGENDA REPORT

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**SUBJECT:** CONSIDER ADOPTION OF STANDARD DRAWING SP-1, SIDEWALK JOINT LOCATION FOR NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN AREA

**DATE:** April 4, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 1  
**FILE I.D.:** PUB114  
**DEPT.:** PUBLIC WORKS

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**REASON FOR CONSIDERATION:** Cities typically develop standard drawings and specifications to reduce the number of such plans/specifications that need to be incorporated into construction documents. They may be incorporated by reference instead. In order for a standard drawing to be approved for use by the City, it must be adopted by the City Council.

**BACKGROUND:** The approval of the North Montclair Downtown Specific Plan (NMDSP) included a form-based code for building and development, as well as certain amenities for streetscape. Among the amenities adopted for work within the street right-of-way were special street lighting, signage, and sidewalk scoring requirements. The first project to be developed under the requirements of the NMDSP was the Paseos project. Although the sidewalk scoring detail was completed and accepted by the City, it was a little different than what was anticipated by City staff.

The next project, Arrow Station, is located north of the Paseos on the north side of Arrow Highway. It is currently under construction. The scoring detail used for the sidewalks is nowhere close to what had been envisioned by staff. The first group of sidewalks constructed ignored the requirement altogether, despite being reminded by the City's Public Works Inspector prior to pouring. An attempt was made to conform to the standard after the fact by saw-cutting and grinding joints into the new concrete. The result was an irregular pattern throughout most of the tract. Staff is working with the developer to correct the issues

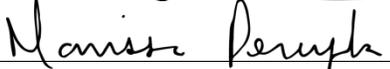
After looking at the results of the first two projects in the NMDSP area, staff has created the attached detail showing the intended scoring pattern for several sidewalk configurations. This detail will be provided to the designers of the street improvements for upcoming projects.

**FISCAL IMPACT:** There is no fiscal impact to the City associated with the adoption of the attached standard drawing.

**RECOMMENDATION:** Staff recommends the City Council adopt Standard Drawing SP-1, Sidewalk Joint Location for North Montclair Downtown Specific Plan Area.

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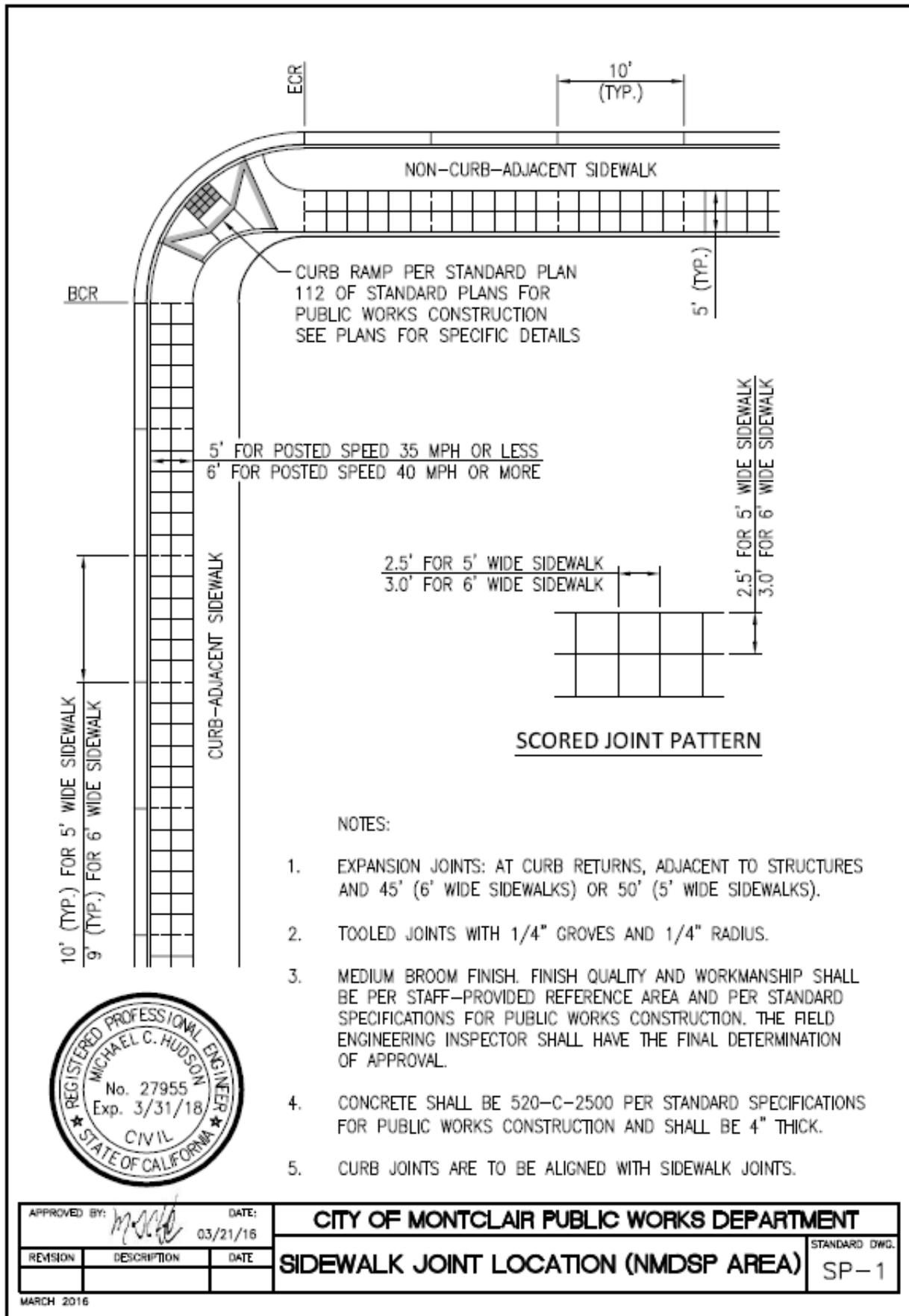
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Prepared by:   
Proofed by: 

Fiscal Impact Finance Review:   
Reviewed and Approved By: 

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF FISCAL YEAR 2015-16 SCHEDULE OF RECOMMENDATIONS FROM THE COMMUNITY ACTION COMMITTEE FOR COMMUNITY BENEFITS FUNDING	<b>DATE:</b> April 4, 2016
	<b>SECTION:</b> ADMIN. REPORTS
	<b>ITEM NO.:</b> 2
	<b>FILE I.D.:</b> CAC080
	<b>DEPT.:</b> HUMAN SVCS.

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**REASON FOR CONSIDERATION:** Annually, the Human Services Department presents the City Council with a list of organizations that the Community Action Committee (CAC) are recommending to receive a portion of funds appropriated in the Community Benefits Account. The City Council is requested to consider the CAC recommended organization requests listed on the Fiscal Year 2015-16 Community Benefits Assistance Program Agency Funding Requests at the end of this report and consider approval of the funding recommendations.

**BACKGROUND:** The City Council established an annual policy of appropriating funds to social service agencies that provide special services to Montclair residents. At the direction of the City Council, the CAC conducts a public hearing each year to provide CAC members with the following opportunities:

- Become acquainted with the requesting organizations and their programs of service.
- Inquire about requesting agencies' operating budgets and revenue sources in order to evaluate their financial needs.
- Determine the appropriate use of funds that may have been previously allocated by the City to requesting agencies.

The CAC heard presentations at its regular meeting on Wednesday, February 3, 2016, from nine organizations related to their requests for community benefits assistance, which are summarized below:

1. *Christian Development Center.* Christian Development Center, a grassroots ministry, would use the funds to support Project LIFT which does monthly food giveaways of fresh produce. CDC has served Montclair, Upland, and surrounding cities for the last fifteen years. 52 to 53% of those who receive food are Montclair residents, and 30% are elderly.
2. *Foothill Family Shelter.* The Foothill Family Shelter provides services for at-risk homeless individuals and families. The funds received would be used for the 120-day Stepping Stones Program that provides shelter, food, and clothing for at-risk homeless families in Montclair and surrounding communities. Foothill

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Prepared by: <u>M. Richter</u>	Fiscal Impact Finance Review: <u>Donald L. Parker</u>
Proofed by: <u>Vanessa Tom</u>	Reviewed and Approved By: <u>M. Richter</u>

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Family Shelter provided 120-day transitional housing for 33 homeless and low-income families during 2015, 10 percent of whom were Montclair residents. On average 25 families from Montclair are served on a monthly basis by their food pantry, clothing closet, and case management services.

3. *House of Ruth*. The Prevention Education program is for K-12 youth and young adults and it addresses issues of domestic violence. In 2015, 710 residents of Montclair received services from House of Ruth and 1,600 youth at Montclair schools took part in the Prevention Education program. The Prevention Education Coordinator will work with the Psychology teacher at Montclair High School to conduct a ten week relationship class for juniors and seniors. Funds received will pay for the Prevention Education Coordinator and Prevention Education program supplies.
4. *Montclair Community Collaborative (MCC)*. The MCC was founded in 1996 to coordinate services for struggling children and families in crisis. The goal of MCC's Case Management Program is to help families access food, shelter, education, health-care, and transportation. In 2015, the MCC Case Management Program provided 129 Montclair families and individuals with services.
5. *Montclair Meals on Wheels*. Services include the home delivery of lunches to Montclair residents who are unable to shop for themselves or prepare their own meals. The Meals on Wheels Program is charged \$3.60 per meal, and the cost to the recipient is also \$3.60. The funds received would pay for the fixed costs needed to support the program such as a post office box rental, delivery containers, insurance, and mileage fees.
6. *OPARC*. OPARC has served Montclair since 1950 with employment, training, day programs, and community integration services for people with developmental and intellectual disabilities. 550 of their clients work in Montclair, and 60% of their budget serves the City. The funds received would be used to purchase equipment for sensory rooms in their Adult Development Centers. These are therapeutic spaces that promote sensory modulation and facilitate learning and the practice of stress management skills.
7. *Pomona Valley Workshop (PVW)*. Since 1950, Pomona Valley Workshop has served the City of Montclair by providing vocational and social opportunities for adults with developmental and physical disabilities, improving their quality of life. There are 325 individuals currently participating in their programs, and 15% are from Montclair. Funding would be used to assist in purchasing replacement table tops and training supplies for their Work Activity Program that allows PVW to provide contract workers to local business vendors at a reduced cost, thereby employing our disabled workforce while also benefiting our local business economy.
8. *Project Sister*. Services are provided to survivors of sexual assault and include the following: a 24-hour hotline, information and referral, advocacy and accompaniment, individual counseling and support groups, community education, teen programs, child-abuse prevention, and self-defense instruction. Funding would be used to provide 150 hours of sexual assault crisis and prevention services for Montclair residents. In 2015, eleven Montclair residents received 128 hours of counseling, twenty-six residents called the 24-hour crisis hotline, and two residents were accompanied to forensic exams at the hospital.

9. *Visiting Nurse Association and Hospice (VNA) and Inland Hospice Volunteers (IHV).* The VNA/IHV provides home health-care and hospice services in our community. Funding will provide required staff training for the Registered Nurses, Certified Home Health Aides, and Housekeepers for a mini-hospital in the Claremont hospice home. Fifty patients and families from Montclair will be served.

**FISCAL IMPACT:** The City Council authorized spending \$10,000 on community benefits assistance during Fiscal Year 2015-16. Funding levels for each eligible agency are based on the following factors:

- Level of service to the Montclair community
- Level of service need in the community
- Amount of each request
- Previous year's allocation (if applicable)
- Available funds

**RECOMMENDATION:** Staff recommends the City Council approve the following Fiscal Year 2015-16 schedule of recommendations for community benefits funding:

FISCAL YEAR 2015-16  
COMMUNITY BENEFITS ASSISTANCE PROGRAM  
AGENCY FUNDING REQUESTS

<i>Requesting Agencies</i>	<i>FY 2015-16 Funding Requests</i>	<i>FY 2015-16 Recommendations</i>
(1) Christian Development Center	\$1,000	\$1,000
(2) Foothill Family Shelter	\$2,000	\$1,000
(3) House of Ruth	\$5,000	\$1,000
(4) Montclair Community Collaborative	\$1,000	\$1,000
(5) Montclair Meals on Wheels	\$1,500	\$1,500
(6) OPARC	\$1,000	\$1,000
(7) Pomona Valley Workshop	\$2,690	\$1,000
(8) Project Sister	\$1,500	\$1,500
(9) Visiting Nurse Association/Inland Hospice	<u>\$5,700</u>	<u>\$1,000</u>
<b>TOTALS</b>	<b><u>\$21,390</u></b>	<b><u>\$10,000</u></b>

## AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF MONTCLAIR POLICE DEPARTMENT POLICY 462, AUTOMATED LICENSE PLATE READERS (ALPRS)      **DATE:** April 4, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 3  
**FILE I.D.:** PDT360  
**DEPT.:** POLICE

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**REASON FOR CONSIDERATION:** The Police Department has revised Policy 462 related to the operation of Automated License Plate Readers (ALPRs). Section 1798.90.55 of the California Civil Code requires a public agency that operates or intends to operate an Automated License Plate Reader (ALPR) system to provide an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency before implementing the program.

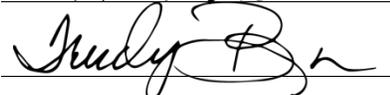
The attached policy entitled *Policy 462, Automated License Plate Readers (ALPRs)* has been reviewed and approved by the City Attorney.

**BACKGROUND:** Since 2010, the Police Department has utilized Automated License Plate Reader (ALPR) technology to collect and store data for law enforcement purposes. ALPR is widely recognized as an effective tool to combat criminal activity, enhance productivity, and improve officer safety. ALPR cameras mounted on police units utilize Optical Character Recognition (OCR) to capture license plate numbers, which, along with the date, time, location, and an image of the vehicle, are transmitted and stored in a secure data base. The ALPR system instantly compares captured license plate numbers against a database of stolen and wanted license plates and alerts the officer/operator in the event of a match. The Police Department maintains a robust policy which provides guidance to members for the capture, storage, and use of data obtained through the use of ALPR technology. The ALPR data may be accessed by authorized members of the Police Department only for legitimate law enforcement purposes. The Police Department does not share ALPR data with non-law enforcement sources and does not sell data to third parties.

On January 1, 2016, changes to the California Civil Code related to the collection and use of ALPR information became effective as a result of Senate Bill No. 34. The statutory revisions imposed specified requirements on ALPR

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

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operators and end-users. ALPR operators that access or provide access to ALPR information are now required to maintain records of access to ALPR. Additionally, ALPR operators are required to implement a usage and privacy policy with respect to the collection and use of ALPR information. Revisions to the Civil Code require that policies include the following components:

- (a) The authorized purposes for using the ALPR system and collecting ALPR information.
- (b) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (c) Training requirements for authorized users.
- (d) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (e) The purposes of, and restrictions on, the sharing of ALPR information with other persons.
- (f) The title of the official custodian responsible for implementing and overseeing the ALPR operation.
- (g) A description of the reasonable measures that will be used to ensure the accuracy of ALPR information and to correct data errors.
- (h) The length of time ALPR information will be retained, and the process the ALPR operator will utilize to determine if and when to destroy retained ALPR information.

Additionally, Civil Code Section 1798.90.55, which became effective on January 1, 2016, reads:

*“A public agency that operates or intends to operate an ALPR system shall provide an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency before implementing the program.”*

Montclair Police Department *Policy 462, Automated License Plate Readers (ALPRs)* has undergone revision to better comply with the statutory revisions of Senate Bill No. 34. Because the implementation of such a policy seems to be the primary focus of this legislation, the policy is being brought before the City Council for consideration in addition to providing an opportunity for public comment during a regularly scheduled meeting.

**FISCAL IMPACT:** Approval of this policy would not impact the General Fund.

**RECOMMENDATION:** Staff recommends the City Council approve Montclair Police Department *Policy 462, Automated License Plate Readers (ALPRs)*.

## **Policy 462**

### **Automated License Plate Readers (ALPRs)**

#### **462.1 PURPOSE AND SCOPE**

The purpose of this policy is to provide guidance for the capture, storage, and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology. The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Montclair Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates, and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

#### **462.2 POLICY**

The policy of the Montclair Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public. All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

#### **462.3 ADMINISTRATION**

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Captain. The Captain will assign members of the Montclair Police Department under his/her command to administer the day-to-day operation of the ALPR equipment and data.

##### **462.3.1 ALPR ADMINISTRATOR**

The Captain shall be responsible for developing guidelines and procedures to comply with and implement the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.
- (b) Training requirements for authorized users.
- (c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.
- (d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation.
- (f) Working with the Custodian of Records on the retention and destruction of ALPR data.

- (g) Ensuring this policy and related procedures are conspicuously posted on the Department's website.

#### **462.3.2 AUTHORIZED USERS**

Members authorized and trained to access the California Law Enforcement Telecommunications System (CLETS) are authorized to collect ALPR information utilizing department-approved resources within the course and scope of their assigned duties.

Any member authorized and trained to access CLETS may access the ALPR database and use ALPR information for a legitimate law enforcement purpose within the course and scope of his/her assigned duties.

#### **462.4 OPERATIONS**

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine law enforcement operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) No ALPR operator may access department, state, or federal data unless otherwise authorized to do so.
- (f) If practicable, the member should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.
- (g) Any member accessing ALPR information shall maintain a record of each access in compliance with Civil Code §1798.90.52.

#### **462.5 DATA COLLECTION AND RETENTION**

The Captain is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred, stored, and accessed in accordance with the Criminal Justice Information Services (CJIS) Security Policy and department procedures. All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and retained in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be

retained in the system or downloaded from the server onto portable media and booked into evidence.

#### **462.6 ACCOUNTABILITY**

All data will be closely safeguarded and protected by both procedural and technological means, and monitored to ensure the security of the information and compliance with applicable privacy laws. The Montclair Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All APR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52). A member shall only access the system utilizing his/her unique username and password.
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) Members collecting or accessing ALPR data should monitor the performance of ALPR system to ensure the accuracy of the data collected. "Misreads" and other data errors should immediately be corrected and reported to the Law Enforcement System Supervisor.
- (d) The Law Enforcement Systems Supervisor or his designee shall conduct periodic ALPR system performance tests to ensure the system is reading and recording ALPR data accurately.
- (e) The Law Enforcement Systems Supervisor shall conduct periodic ALPR system audits of inquiries for evidence of unauthorized access and to ensure users are utilizing ALPR information in compliance with policy. The audits should include a sampling of data to ensure the accuracy of the ALPR information. Results of the audits shall be reported to the Captain as soon as practicable.

#### **462.7 RELEASING ALPR DATA**

ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes as described herein or as otherwise permitted by law. With the exception of requests made by other law enforcement agencies demonstrating an exigent need, ALPR data shall only be released using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
  - 1. The name of the agency.
  - 2. The name of the person requesting.
  - 3. The intended purpose of obtaining the information.
  - 4. The case number associated with the request when applicable.
- (b) The request is reviewed by the Captain or the Police Services Supervisor or authorized designee(s) and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data made by other law enforcement agencies demonstrating an exigent need shall be approved by a supervisor before the request is fulfilled. A record of the release documenting the name of the agency, the name of the person requesting, the intended purpose of obtaining the information, the case number associated with the request (when applicable) and the name of the approving supervisor shall be entered electronically into the system and retained as part of the data file/audit log.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Release and Security Policy.

#### **462.8 TRAINING**

The Support Services Lieutenant should ensure that members authorized to use or access the ALPR system receive department approved training which minimally includes:

- (a) Review of department policies and procedures related to the collection and use of ALPR information.
- (b) Legitimate purposes for accessing the ALPR database and allowable uses of ALPR information.
- (c) Authorized operators and users.
- (d) ALPR system security and privacy.
- (e) Database log in and access utilizing the member's assigned username and password.
- (f) License plate verification (misreads) and procedures for correction.
- (g) User's responsibility to review and report misread license plate reads.
- (h) Procedures for documenting the reason for accessing ALPR information.
- (i) ALPR information release restrictions and procedures for release.
- (j) Audits and statistical reports (for system administrators only).

# AGENDA REPORT

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**SUBJECT:** CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION      **DATE:** April 4, 2016  
**SECTION:** ADMIN. REPORTS  
**ITEM NO.:** 4  
**FILE I.D.:** FIN540  
**DEPT.:** ADMIN. SVCS.

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

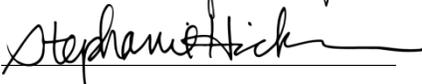
**BACKGROUND:** Mayor Pro Tem Raft has examined the Warrant Register dated April 4, 2016, and the Payroll Documentation dated March 20, 2016, and recommends their approval.

**FISCAL IMPACT:** The Warrant Register dated April 4, 2016, totals \$1,447,572.71. The Payroll Documentation dated March 20, 2016, totals \$572,728.02 gross, with \$402,691.10 net being the total cash disbursement.

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

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

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## AGENDA REPORT

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<b>SUBJECT:</b> CONSIDER APPROVAL OF AGREEMENT NO. 16-29 WITH MOULE & POLYZOIDES FOR CONSULTANT SERVICES FOR THE FIRST AMENDMENT TO THE NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN  CONSIDER APPROPRIATION OF \$77,000 FROM REDEVELOPMENT AGENCY PROJECT AREA NO. III TAX ALLOCATION BONDS TO FINANCE CONSULTANT SERVICES ASSOCIATED WITH AGREEMENT NO. 16-29	<b>DATE:</b> April 4, 2016 <b>SECTION:</b> AGREEMENTS <b>ITEM NO.:</b> 1 <b>FILE I.D.:</b> LDU457 <b>DEPT.:</b> ECONOMIC DEV.
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**REASON FOR CONSIDERATION:** The North Montclair Downtown Specific Plan (NMDSP) was adopted by the City Council on May 16, 2006. The street pattern and layout of development within the Specific Plan was designed with a measure of flexible interpretation. However, since adoption of the Specific Plan and since staff has been working with developers and property owners on implementation of the Plan, staff believes certain elements of the NMDSP require clarification, expansion, or revision.

To effect amendment of the NMDSP, staff requests that the City Council consider Agreement No. 16-29 to retain Moule & Polyzoides. Staff proposes that Moule & Polyzoides prepare the Amendment to the NMDSP because this firm prepared the initial Specific Plan document.

A copy of proposed Agreement No. 16-29 is attached for the City Council's review and consideration.

**BACKGROUND:** The NMDSP proposes transit-oriented development planned in a pattern of neighborhoods and grids that promote walkability and community. The Plan attempts to establish residential development patterns which reduce urban sprawl and increase use of public transportation. As indicated, the Plan was adopted by the City Council in 2006.

Moule & Polyzoides were the consultants that developed the original NMDSP. The consultants were selected to develop the original Plan through a Request for Proposal process. In proposing to amend the Specific Plan, staff is recommending the selection of Moule & Polyzoides because of their expertise with transit-oriented developments and familiarity with the NMDSP.

With the Paseos project tenanted and Arrow Station nearly complete, staff has been actively working with three developers on implementation of future projects. With the eclipse of nearly ten years, staff recommends that the Plan be amended to expand certain boundaries of the Plan and finds that certain aspects of the Plan should be clarified or revised.

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

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The amendments proposed by staff include the following elements:

- A proposed expansion of the Specific Plan area boundary to incorporate the approximately 7 acres on the southwest corner of Arrow Highway and Monte Vista Avenue.
- A proposed modification to the southeast corner of the Arrow Highway and Fremont Avenue area to incorporate a new street alignment/pattern over the previously established pattern for this area.
- The possible reconfiguration of the designated street pattern developed for the northeast corner of Moreno Street and Fremont Avenue to reflect the existing land ownerships patterns which include the North Plaza area.
- An examination of the easterly boundary of the Specific Plan which extends Central Avenue. Land use district designations should be assigned to properties within the Specific Plan where there currently are none (e.g., John's Incredible Pizza, Best Buy, and Target properties).
- A re-evaluation of locations of proposed parking structures based on approved projects and ongoing discussions with developers.
- An update to the street pattern to reflect the existing street patterns (and public park) at the Paseos and Arrow Station projects.
- Preparation of an overlay or other map that shows existing property lines, shapes, etc., to enable staff and the public to easily see how the existing properties correspond to the land use designations specified by the plan.
- A determination needs to be made regarding minimum lot sizes for development in each respective zone because certain areas contain many individual small and narrow-shaped lots.
- A determination needs to be made regarding the use of tandem parking.

The City's standard agreement for consulting services has been used as the format for Agreement No. 16-29. The work to be performed by Moule & Polyzoides is shown as Exhibit A to Agreement No. 16-29.

The City Council should be aware that approval and implementation of this agreement would require the City to conduct an Environment Impact Report (EIR). At this time staff believes a Supplemental Environmental Impact Report could be conducted. The cost to conduct a Supplemental EIR is estimated at approximately \$140,000. A portion of this fee would be paid by a development project.

**FISCAL IMPACT:** The cost of the consulting services by Moule & Polyzoides is approximately \$77,000. Staff recommends that this Agreement be funded with Redevelopment Project Area No. III Tax Allocation Bonds.

Should the City Council approve this Agreement, staff would return to the City Council with an Agreement for preparation of a Supplemental EIR and a Reimbursement Agreement with the developers of a proposed project that would provide a portion of the funding for the environmental work.

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

1. Consider approval of Agreement No. 16-29 with Moule & Polyzoides for Consulting Services for the First Amendment to the North Montclair Downtown Specific Plan.
2. Consider appropriation of \$77,000 from Redevelopment Agency Project Area No. III Tax Allocation Bonds to finance consultant services associated with Agreement No. 16-29.

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

FIRST AMENDMENT  
TO THE  
NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN

THIS AGREEMENT is made and effective as of \_\_\_\_\_, 2016, between the City of Montclair, a municipal corporation ("City") and Moule & Polyzoides, Urbanists and Architects, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April 5, 2016 and shall remain and continue in effect for a period of twelve months until tasks described herein are completed, but in no event later than April 1, 2017 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks set forth in Exhibit A.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the

above tasks. This amount shall not exceed \$67,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Consultant will submit invoices monthly for actual services performed with the exception of an initial \$10,000 payment which shall be due upon signing Said Agreement and applied to the final payment. Further invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

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

## 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. If Consultant has not completed work with a value of more than \$10,000, Consultant shall remit any balance of the initial \$10,000 payment back to the City with an itemization of the work completed. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

## 7. DEFAULT OF CONSULTANT

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

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

## 8. OWNERSHIP OF DOCUMENTS

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

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

## 9. INDEMNIFICATION

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

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

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

## 10. INSURANCE

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

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

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

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

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

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

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

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

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

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

## 11. INDEPENDENT CONTRACTOR

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

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

## 12. LEGAL RESPONSIBILITIES

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

## 13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the

award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

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

property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

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

To City: Marilyn J. Staats  
Deputy City Manager  
City of Montclair  
5111 Benito  
Montclair, CA 91763

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

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONFIDENTIALITY

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

22. DISCRIMINATION

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

(CONTINUED ON NEXT PAGE)

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

**CITY OF MONTCLAIR**

By: \_\_\_\_\_  
Mayor, Paul M. Eaton

Attest:

By: \_\_\_\_\_  
Deputy City Clerk, Andrea M. Phillips

Approved as to Form:

By: \_\_\_\_\_  
City Attorney, Diane E. Robbins

**CONSULTANT**

By: \_\_\_\_\_  
(Name)  
(Title)

By: \_\_\_\_\_  
(Name)  
(Title)

**EXHIBIT A**

# MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

15 March 2016

Michael Diaz, City Planner  
City of Montclair  
5111 Benito Street  
Montclair, CA 91763

Via E- mail: mdiaz@cityofmontclair.org  
mstaats@cityofmontclair.org

*Re: North Montclair Downtown Specific Plan Update*

Dear Mr. Diaz,

Moule & Polyzoides is pleased to present a proposal to the City of Montclair, to update its 2016 North Montclair Downtown Specific Plan, under the scope of work outlined in your e mail to us of March 2, 2016.

The following is an outline of tasks and description of the scope of work for each task, as discussed it in our telephone call last week. I have also attached to this letter a detailed fee proposal per task and sub- task as a separate document.

***Task A: Kick-off Meeting***

M&P will attend a kick-off meeting with City staff in Montclair to review and confirm the proposed changes to the Specific Plan and discuss the project schedule.

***Task B: Update Map Exhibits***

Based on staff input from the kick-off meeting, M&P will prepare sketches showing the proposed map exhibit changes. M&P will then meet with City

# MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

staff to review the proposed changes and then revise the following Specific Plan maps and drawings:

- Update Existing Street Network drawing.
- Redraw Illustrative Plan drawing
- Redraw Public Realm Plan drawing
- Update Street and Parks Plan
- Generate Parcel-Based Regulating Plan.

M&P requests that the City provide the following GIS layers in drawing or dxf format: parcels, street center lines, street names, and curbs.

### ***Task C: Specific Plan Update***

Once the various drawing exhibits have been completed, M&P will prepare an Administrative Draft Specific Plan document, introducing the revised drawings, updating any associated text, and updating select images. M&P will then meet with the City to review Citystaff's comments on the Administrative Draft Specific Plan and then prepare the Review Draft Specific Plan for presentation to the Planning Commission and City Council.

### ***Task D: Code Update.***

In addition to the basic Specific Plan update per Michael Diaz's March 2, 2016 email, M&P will also engage in a more detailed update to the Code chapter. M&P will meet with City staff to review "line by line" changes and then prepare Administrative Draft and Review Draft versions of the Code Chapter for inclusion in the Specific Plan Update as described in above Task C.

### ***Task E: Adoption Hearings***

M&P will attend one (1) Planning Commission meeting and one (1) City Council meeting and then incorporate any Commission or Council comments into the Final Specific Plan Update document.

# MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

It is anticipated that our services on this project will be completed within 90 days of the awarding of the contract for the work. For the scope of work as described above, the City of Montclair shall pay Moule & Polyzoides a fee of \$ 76,100. Any work in addition to the scope described above will be paid on an hourly basis according to our 2016 rates.

The proposed fee will be paid according to the following schedule: \$10,000 will be due upon the signing of the contract and applied to the final payment. The balance of payments will be invoiced upon the progress of work and will be paid within 30 days of submission.

Reimbursable expenses will be in addition, estimated as an allowance of \$700, and will include the costs of transportation, delivery, printing and other costs incurred by the Architect in its service to the Client. Expenses paid directly by the Architect shall be billed to Client at a multiplier of 1.15 to cover administration and processing.

One (1) master copy of all drawings and documents produced under this contract will be provided to client. There is no multiple copy printing included in this proposal. All other contractual matters and details will be covered by our previous signed agreements on this project. We are very much looking forward to beginning work on the updating of this great Plan.

Please call me, if you have any questions.

Sincerely,

A handwritten signature in black ink on a light gray rectangular background. The signature is written in a cursive style and reads "S Polyzoides".

Stefanos Polyzoides, Architect and Urbanist

# MOULE & POLYZOIDES

ARCHITECTS AND URBANISTS

AGREED

---

Name

Date

**EXHIBIT B**

Hours per Task	Principal	Project Director	Project Staff		Labor Cost Per Task
<i>Billing Rate (per hour)</i>	<b>\$250</b>	<b>\$180</b>	<b>\$120</b>		
<b>Task A: Kick-off Meeting</b>					
1 Kick-off Meeting	4	4	-	-	8
<i>Hours per Staff Member</i>	<b>4</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>8</b>
<i>Subtotal Task A</i>	<b>\$1,000</b>	<b>\$720</b>	<b>\$0</b>		<b>\$1,720</b>
<b>Task B: Update Map Exhibits</b>					
1 Produce Plan Update Sketches	8	24	24	-	56
2 Meet with City to Review Plan Update Sketches	4	4	-	-	8
3 Update Existing Conditions Drawing	2	10	8	-	
4 Update Illustrative Plan Drawing	2	10	8	-	20
5 Update Public Realm Plan Drawing	2	10	8	-	20
6 Update Street and Parks Plan Drawing	2	10	8	-	20
7 Create Parcel-Based Regulating Plan Drawing	2	10	8	-	20
<i>Hours per Staff Member</i>	<b>22</b>	<b>78</b>	<b>64</b>	<b>-</b>	<b>164</b>
<i>Subtotal Task B</i>	<b>\$5,500</b>	<b>\$14,040</b>	<b>\$7,680</b>		<b>\$27,220</b>
<b>Task C: Update Specific Plan Document</b>					
1 Prepare Administrative Draft Specific Plan Update	10	40	20	-	70
2 Meet with City to Review City's Comments on Draft SP	4	4			
3 Prepare Review Draft Specific Plan Update	2	20	-	-	22
<i>Hours per Staff Member</i>	<b>16</b>	<b>64</b>	<b>20</b>	<b>-</b>	<b>100</b>
<i>Subtotal Task C</i>	<b>\$4,000</b>	<b>\$11,520</b>	<b>\$2,400</b>		<b>\$17,920</b>
<b>Task D Update Code</b>					
1 Meet with City to Review Code Changes	6	6	-	-	12
2 Prepare Admin Draft Code Update	8	40	20	-	68
3 Meet with City to Review Draft Code Update	4	4	-	-	8
4 Prepare Review Draft Code Update	2	20	10	-	32
<i>Hours per Staff Member</i>	<b>20</b>	<b>70</b>	<b>30</b>	<b>-</b>	<b>120</b>
<i>Subtotal Task D</i>	<b>\$5,000</b>	<b>\$12,600</b>	<b>\$3,600</b>		<b>\$21,200</b>
<b>Task E: Adoption Hearings</b>					
1 Planning Commission Meeting	4	4	-	-	8
2 City Council Meeting	4	4	-	-	8
3 Prepare Final Specific Plan Update	4	20	-	-	24
<i>Hours per Staff Member</i>	<b>12</b>	<b>28</b>	<b>-</b>	<b>-</b>	<b>40</b>
<i>Subtotal Task D</i>	<b>\$3,000</b>	<b>\$5,040</b>	<b>\$0</b>		<b>\$8,040</b>
<b>Total Hours</b>	<b>74</b>	<b>244</b>	<b>114</b>	<b>-</b>	<b>432</b>
<b>Labor Cost</b>	<b>\$18,500</b>	<b>\$43,920</b>	<b>\$13,680</b>		<b>\$76,100</b>
<b>Reimbursable Allowance</b>					
Travel				\$200	\$200
Printing				\$500	\$500
<b>Total Expenses</b>				<b>\$700</b>	<b>\$700</b>
<b>GRAND TOTAL</b>					<b>\$76,800</b>

**MINUTES OF THE MEETING OF THE MONTCLAIR  
PERSONNEL COMMITTEE HELD ON MONDAY,  
MARCH 21, 2016, AT 8:28 P.M. IN THE CITY  
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,  
MONTCLAIR, CALIFORNIA**

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**I. CALL TO ORDER**

Mayor Eaton called the meeting to order at 8:28 p.m.

**II. ROLL CALL**

Present: Mayor Eaton; Council Member Ruh, and City Manager Starr

**III. APPROVAL OF MINUTES**

**A. Minutes of the Regular Personnel Committee Meeting of  
March 7, 2016.**

Moved by City Manager Starr, seconded by Mayor Eaton, and  
carried unanimously to approve the minutes of the Personnel  
Committee meeting of March 7, 2016.

**IV. PUBLIC COMMENT - None**

**V. CLOSED SESSION**

At 8:29 p.m., the Personnel Committee went into Closed Session  
regarding personnel matters related to appointments, resignations/  
terminations, and evaluations of employee performance.

At 8:45 p.m., the Personnel Committee returned from Closed Session.  
Mayor Eaton stated that no announcements would be made at this time.

**VI. ADJOURNMENT**

At 8:45 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



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Edward C. Starr  
City Manager