

**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

July 18, 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 and can be accessed the day following the meeting after 10:00 a.m.

- I. CALL TO ORDER** – City Council (CC), Successor Agency (SA) Board of Directors, Montclair Housing Corporation (MHC) Board of Directors, Montclair Housing Authority (MHA) Commissioners, and Montclair Community Foundation (MCF) 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 endorses any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. Montclair Business of the Year – Laptop Xchange
- B. 2016 Home Beautification Awards

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 July 5, 2016 [CC/SA/MHC/MHA/MCF]

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| 10. Consider Authorization to Advertise for Bid Proposals for the Mills Avenue Alley Improvement Project [CC] | 13 |
| 11. Consider Authorization to Advertise for Bid Proposals for the San Bernardino Street Alley Improvement Project [CC] | 14 |
| 12. Consider Authorization to Advertise for Bid Proposals for the Reeder Citrus Ranch Roof Replacement Project [CC] | 15 |
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| C. Agreements | |
| 1. Consider Approval of Agreement No. 16-64 with Mt. San Antonio College Authorizing the Montclair Fire Department to Provide Clinical Training for Emergency Medical Students [CC] | 21 |
| 2. Consider Approval of Agreement No. 16-65 with the City of West Covina for Mobile Data Computer Connectivity, Data Processing Equipment, Software, and Service of Computer-Aided Dispatch and Records Management System Programs [CC] | 32 |
| D. Resolutions | |
| 1. Consider Adoption of Resolution No. 16-3132 Related to the Collection of Sewer Standby Assessment Fees for Vacant Properties [CC] | 46 |
| IX. PULLED CONSENT CALENDAR ITEMS | |
| X. RESPONSE — None | |
| XI. COMMUNICATIONS | |
| A. City Department Reports | |
| 1. Successor Agency to the Montclair Redevelopment Agency <ul style="list-style-type: none"> • Successor Agency Property Disposition | |

2. Police Department
 - National Night Out
3. Human Services Department
 - Summer Programs
- B. City Attorney
 1. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation
Patton/Cunningham v. Montclair
 2. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation
Camou v. Montclair
 3. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation
Montclair v. Beltran
 4. Closed Session Pursuant to Government Code Section 54957(b) Regarding Public Employee Discipline/Dismissal/Release
- 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 Real Estate Committee Meeting of June 20, 2016 [CC] 48
 2. Minutes of the Personnel Committee Meeting of July 5, 2016 [CC] 51

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 and public employee discipline/dismissal/release.)

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled joint City Council, Successor Agency Board, Montclair Housing Corporation Board, Montclair Housing Authority Commission, and Montclair Community Foundation meeting will be held on Monday, August 1, 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 July 14, 2016.

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: July 18, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 1

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending June 30, 2016, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2016.

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

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending June 30, 2016.

Prepared by:

Janet Kuelbeck

Fiscal Impact
Finance Review:

Donald L. Parker

Proofed by:

Andrea M Phillips

Reviewed and
Approved By:

Donald L. Parker

AGENDA REPORT

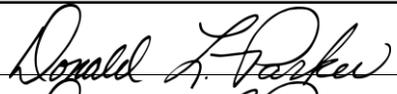
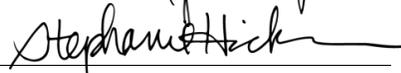
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** July 18, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 2
FILE I.D.: FIN540
DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated July 18, 2016, and the Payroll Documentation dated June 26, 2016, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated July 5, 2016, totals \$1,336,777.45; and the Payroll Documentation dated June 26, 2016, totals \$733,426.31 gross, with \$501,748.14 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: |  |

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: July 18, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 3
FILE I.D.: FIN510
DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending June 30, 2016, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending June 30, 2016.

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

RECOMMENDATION: Staff recommends the City Council acting as Successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending June 30, 2016.

Prepared by:

Michael Piotrowski

Fiscal Impact
Finance Review:

Donald L. Parker

Proofed by:

Andrea M. Phillips

Reviewed and
Approved By:

Donald L. Parker

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** July 18, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: FIN530
DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as Successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending June 30, 2016, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Successor to the Redevelopment Agency Warrant Register dated 06.01.16-06.30.16 in the amounts of \$23,634.29 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the City Council as Successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending June 30, 2016.

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|--------------|---------------------------|----------------------------------|-------------------------|
| Prepared by: | <u>Michael Piotrowski</u> | Fiscal Impact Finance Review: | <u>Donald L. Parker</u> |
| Proofed by: | <u>Andrea M. Phillips</u> | Reviewed and Approved By: | <u>Donald L. Parker</u> |

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: July 18, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 5

FILE I.D.: FIN525

DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending June 30, 2016, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2016.

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

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2016.

Prepared by:

Michael Piotrowski

Fiscal Impact
Finance Review:

Donald L. Parker

Proofed by:

Andrea M. Phillips

Reviewed and
Approved By:

Donald L. Parker

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** July 18, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 6
FILE I.D.: FIN545
DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2016, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 06.01.16-06.30.16 in the amount of \$76,566.43 for the Montclair Housing Corporation and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending June 30, 2016.

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|--------------|---------------------------|----------------------------------|-------------------------|
| Prepared by: | <u>Michael Piotrowski</u> | Fiscal Impact Finance Review: | <u>Donald L. Parker</u> |
| Proofed by: | <u>Andrea M Phillips</u> | Reviewed and Approved By: | <u>Donald L. Parker</u> |

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: July 18, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: FIN525

DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending June 30, 2016, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending June 30, 2016.

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

RECOMMENDATION: Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending June 30, 2016.

Prepared by:

Michael Piotrowski

Fiscal Impact
Finance Review:

Donald L. Parker

Proofed by:

Andrea M. Phillips

Reviewed and
Approved By:

Donald L. Parker

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** July 18, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 8
FILE I.D.: FIN545
DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending June 30, 2016, pursuant to state law.

BACKGROUND: Vice Chairperson Raft has examined the Warrant Register dated 06.01.16–06.30.16 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

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

RECOMMENDATION: Vice Chairperson Raft recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending June 30, 2016.

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|--------------|---------------------------|----------------------------------|-------------------------|
| Prepared by: | <u>Michael Piotrowski</u> | Fiscal Impact Finance Review: | <u>Donald L. Parker</u> |
| Proofed by: | <u>Andrea M. Phillips</u> | Reviewed and Approved By: | <u>Donald L. Parker</u> |

AGENDA REPORT

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| SUBJECT: CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR THE WESTERN AND CENTRAL ZONE 3 MONTCLAIR RESIDENTIAL STREET RESURFACING PROJECT | DATE: July 18, 2016 |
| | SECTION: ADMIN. REPORTS |
| | ITEM NO.: 9 |
| | FILE I.D.: TRN225 |
| | DEPT.: PUBLIC WORKS |

REASON FOR CONSIDERATION: Advertising for bid proposals is subject to City Council approval.

BACKGROUND: The approved 2016–2021 Capital Improvement Program includes two separate residential street rehabilitation projects titled the Western Zone 3 Street Rehabilitation Project and the Central Zone 3 Street Rehabilitation Project.

Each of the resurfacing projects is intended to provide pavement rehabilitation throughout a portion of the City where Monte Vista Water District recently constructed water mainline and pavement has become deteriorated. It is staff’s intent to combine the two projects into one and complete a larger section of the City at one time. The proposed project limits are from San Bernardino Street on the north, Central Avenue on the west, Orchard Street on the south, and Mills Avenue on the east.

Proposed improvements include removal and replacement of damaged curb, gutter, and sidewalk; replacement of non compliant Americans with Disabilities Act (ADA) pedestrian ramps; grinding of existing asphalt concrete pavement; and new asphalt concrete pavement.

FISCAL IMPACT: Both projects are funded with 2014 Lease Revenue Bond Proceeds. The total project cost is estimated to be \$3,200,000. The cost of advertising this project should not exceed \$3,500.

RECOMMENDATION: Staff recommends the City Council authorize staff to advertise for bid proposals for the Western and Central Zone 3 Montclair Residential Street Resurfacing Project.

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

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO ADVERTISE
FOR BID PROPOSALS FOR THE MILLS AVENUE
ALLEY IMPROVEMENT PROJECT

DATE: July 18, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 10
FILE I.D.: STA050
DEPT.: PUBLIC WORKS

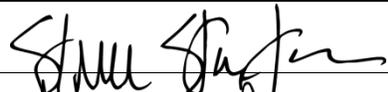
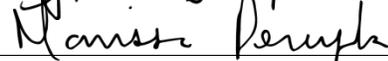
REASON FOR CONSIDERATION: Advertising for bid proposals is subject to City Council approval.

BACKGROUND: The Mills Avenue Alley Improvement Project is intended to improve driving conditions in the alleyway located east of the 9100-9200 block of Mills Avenue. Improvements include full removal and replacement of asphalt concrete, construction of a new longitudinal concrete gutter, replacement of noncompliant Americans with Disabilities Act (ADA) pedestrian ramps, and new traffic legends. The project will be a design/build contract with the selected contractor responsible for providing a design acceptable to the City.

FISCAL IMPACT: The project is completely funded with 2014 Lease Revenue Bond Proceeds. The total project cost is estimated to be \$120,000. The cost of advertising this project should not exceed \$3,500.

RECOMMENDATION: Staff recommends the City Council authorize staff to advertise for bid proposals for the Mills Avenue Alley Improvement Project.

Prepared by:

Fiscal Impact
Finance Review:




Proofed by:

Reviewed and
Approved By:

AGENDA REPORT

| | |
|---|--------------------------------|
| SUBJECT: CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR THE SAN BERNARDINO STREET ALLEY IMPROVEMENT PROJECT | DATE: July 18, 2016 |
| | SECTION: ADMIN. REPORTS |
| | ITEM NO.: 11 |
| | FILE I.D.: STA050 |
| | DEPT.: PUBLIC WORKS |

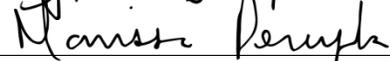
REASON FOR CONSIDERATION: Advertising for bid proposals is subject to City Council approval.

BACKGROUND: The San Bernardino Street Alley Improvement Project is intended to improve driving conditions in the alleyway located north of the 4700-4800 block of San Bernardino Street. The alley is located between San Bernardino Street and Harvard Street.

Improvements include full removal and replacement of asphalt concrete, construction of a new longitudinal concrete gutter, replacement of non-compliant Americans with Disabilities Act (ADA) pedestrian ramps, and new traffic legends. The project will be a design/build project with the selected contractor responsible for providing a design subject to the City's approval.

FISCAL IMPACT: The project is completely funded with Community Development Block Grant (CDBG) funds. The total project cost is estimated to be \$180,000. There is no local match requirement. The cost of advertising this project should not exceed \$3,500.

RECOMMENDATION: Staff recommends the City Council authorize staff to advertise for bid proposals for the San Bernardino Street Alley Improvement Project.

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

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO ADVERTISE FOR BID PROPOSALS FOR THE REEDER CITRUS RANCH ROOF REPLACEMENT PROJECT

DATE: July 18, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 12

FILE I.D.: PUB400

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: On August 18, 2013, the City Council approved Agreement No. 13-69 with Brian R. Bloom Architect for architectural and structural design services for the Reeder Citrus Ranch property at 4405 Holt Boulevard. The plans are complete and ready to be advertised for bids. Advertising for bid proposals is subject to City Council approval.

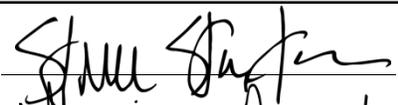
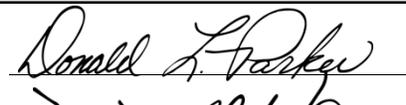
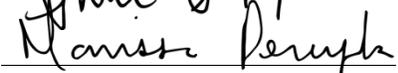
BACKGROUND: In November 2010, a Historic Structures Report was prepared by ARG, Inc., of Pasadena identifying all the work required at the historic Reeder Ranch in order to rehabilitate the structure and use it in the future as an educational tool to remember the Montclair's heritage. The property required construction of new concrete foundations and footings, roofing, some carpentry, electrical work, and painting. Plans were initially prepared to address each of these items and complete all work in a single phase of construction.

Following the first advertisement for construction, it was evident that funding for the project would have to come in multiple phases. All bids for the original advertisement were rejected and the project then became a multi-phase project by separating the work into three phases. Phase 1 concentrated solely on the structural stability of the house and was completed in late 2015.

Phase 2 is now ready for advertisement and will concentrate on replacing the roof. Project plans have been modified to identify replacement of the roof only.

FISCAL IMPACT: The project is completely funded with Community Development Block Grant (CDBG) funds. The total project cost is estimated to be \$60,000. There is no local match requirement. The cost of advertising this project should not exceed \$3,500.

RECOMMENDATION: Staff recommends the City Council authorize staff to advertise for bid proposals for the Reeder Citrus Ranch Roof Replacement Project.

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

AGENDA REPORT

SUBJECT: CONSIDER DESIGNATION OF VOTING DELEGATE AND ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES 2016 ANNUAL CONFERENCE, OCTOBER 5-7, 2016, LONG BEACH, CALIFORNIA

DATE: July 18, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: LCC050
DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: It is necessary that the City Council designate the voting delegate and alternate to the League of California Cities (LCC) 2016 Annual Conference.

BACKGROUND: The LCC 2016 Annual Conference is scheduled for October 5-7, 2016, in Long Beach, California. An important part of the event is the Annual Business Meeting scheduled for 12:00 p.m. on Friday, October 7, 2016.

Participating cities will be given a vote at the Annual Business Meeting if a voting delegate is determined in advance. Cities are eligible to appoint up to two alternate voting delegates. Montclair has traditionally designated our Mayor and Mayor Pro Tem as the respective voting delegate and alternate, but neither are available for this year's conference. Council Member Ruh is available to attend the conference this year as the voting delegate, and Council Member Martinez has requested to be designated as the alternate voting member.

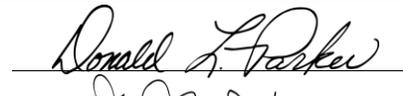
FISCAL IMPACT: The City Council's designation of a voting delegate and alternate to the LCC Annual Conference would create no fiscal impact to the City's General Fund.

RECOMMENDATION: Staff recommends the City Council designate Council Member Ruh as Montclair's voting delegate, and Council Member Martinez as voting alternate, to the League of California Cities 2016 Annual Business Meeting to be held Friday, October 7, 2016, at the Long Beach Convention Center.

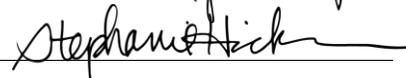
Prepared by:



Fiscal Impact
Finance Review:



Proofed by:



Reviewed and
Approved By:





1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

AGENDA REPORT

| | |
|---|----------------------------|
| SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-64 WITH MT. SAN ANTONIO COLLEGE AUTHORIZING THE MONTCLAIR FIRE DEPARTMENT TO PROVIDE CLINICAL TRAINING FOR EMERGENCY MEDICAL STUDENTS | DATE: July 18, 2016 |
| | SECTION: AGREEMENTS |
| | ITEM NO.: 1 |
| | FILE I.D.: FRD245 |
| | DEPT.: FIRE |

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 16-64 with Mt. San Antonio College authorizing the Montclair Fire Department to provide clinical training for emergency medical students.

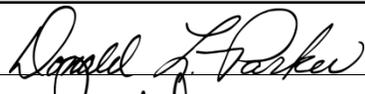
BACKGROUND: Mt. San Antonio College (Mt. SAC) has an Emergency Medical Technician Paramedic (EMT-P) Program, which provides training and instruction for students leading to certification and licensure as EMT-paramedics in the State of California. This program requires a 480-hour internship for trainees to obtain broader clinical learning experiences in a location providing primary 9-1-1 service. Mt. SAC desires to contract the Montclair Fire Department to provide field training for some of its EMT-P students.

The Montclair Fire Department is currently a field-training agency for paramedic students and employs five paramedics who have completed the required training to become clinical preceptors. Preceptors may provide field training to EMT-P students/interns, and are obligated to practice and maintain advanced life-support (ALS) skills. The Montclair Fire Department has determined that serving as a field-training agency is beneficial to its paramedic program.

The term of proposed Agreement No. 16-64 is from May 23, 2016, through May 23, 2019.

FISCAL IMPACT: There will be no direct fiscal impact to the City's General Fund should the City Council approve this item.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-64 with Mt. San Antonio College authorizing the Montclair Fire Department to provide clinical training for emergency medical students.

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



**AFFILIATION AGREEMENT
BETWEEN
MT. SAN ANTONIO COLLEGE
AND
Montclair Fire Department**

THIS AFFILIATION AGREEMENT is made and entered, in duplicate, as of May 23, 2016 by and between MT. SAN ANTONIO COLLEGE, 1100 N. Grand Ave., Walnut, CA 91789 (“Program”) and MONTCLAIR FIRE DEPARTMENT a municipal corporation (“Affiliate”), with reference to the following facts:

RECITALS:

WHEREAS, Program conducts training and instruction programs for students leading to certification and licensure as EMT-Paramedics in the State of California (hereinafter collectively referred to as “Trainees”); and

WHEREAS, said training requires a 480-hour internship for Trainees to obtain broader clinical learning experiences in a location providing primary 911 service; and

WHEREAS, Affiliate maintains facilities which can be used to furnish clinical experience to Trainees and is an approved emergency medical services provider, and Affiliate desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that Trainees obtain their clinical experience at Affiliate’s facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

- I. RESPONSIBILITIES OF PROGRAM. Program agrees that it shall:

- A. Establish the educational goals and objectives of the paramedic education program in a manner consistent with the standards and requirements set forth by Affiliate. Such goals and objectives shall reflect Program's commitment to providing education and training programs to Trainees.
- B. Designate a member of Program's staff to provide coordination, oversight and direction of Trainee's educational activities and assignments during the field internship with Affiliate. Such person shall be the Clinical Coordinator and shall also act as liaison with Affiliate.
- C. Provide each Trainee with a pre-assigned health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of MMR vaccination, proof of negative TB test, and proof of varicella titer.
- D. Educate trainees regarding compliance with all required OSHA regulations including, but not limited to, Blood-borne Pathogen Standards.
- E. Furnish each Trainee with a clinical experience manual or materials that describe the goals, policies, and procedures of the Program. Affiliate shall have the opportunity to review and comment on these materials.
- F. Development and implement a mechanism for determining evaluation of the performance of Trainees to include, where appropriate, input from Affiliate.
- G. Maintain records and reports concerning the education of Trainees, which shall include the Trainee's licensure/certification, pre-assignment health assessment record, and history of immunizations.
- H. Maintain medical malpractice insurance for Trainees during the field internship with Affiliate.
- I. Program recognizes that Trainees are NOT covered by Affiliate's Workers' Compensation Insurance or Self-Insured Program. Program represents and warrants that it will maintain, or ensure that its Trainees are covered under Program's Workers' Compensation Insurance should any Trainee be injured or become ill during the course of their clinical internship. Program will provide Affiliate with a written verification of insurance coverage in the form of a certificate of insurance prior to the commencement of the program.

- J. Require assigned Trainees to:
 - 1. Comply with Affiliate's applicable policies, procedures and guidelines, and applicable state and federal laws and regulations, including those concerning the confidentiality of patient care and patient care records; and
 - 2. Have all required personal protective equipment including, but not limited to, safety goggles and an appropriate uniform.

II. RESPONSIBILITIES OF AFFILIATE. Affiliate agrees that it shall:

- A. Maintain adequate staff and equipment to meet the educational goals and objectives of the Program in a manner consistent with the standards and requirements established by Program and Affiliate.
- B. Assign each Trainee a preceptor with appropriate training and experience to supervise the Trainee during each clinical assignment. The preceptor shall monitor the Trainee's progress and evaluate the Trainee at the end of each shift on forms provided by the Program.
- C. Designate, after consultation with Program, a person to coordinate Trainees' schedules and activities while working with Affiliate. Such person shall be the Program Coordinator and shall act as liaison with Program. The name of Affiliate's Program Coordinator shall be provided to Program's Clinical Coordinator.
- D. Implement schedules for Trainees in conjunction with the Clinical Coordinator and in accordance with Program's educational goals and objectives. Affiliate shall determine the number of Trainees permitted to rotate through the field internship. Affiliate must ensure that Trainees are provided appropriate supervision. Trainees are not to be used to replace staff of Affiliate and Affiliate is ultimately responsible for patient care.
- E. Protect the health and safety of Trainees on rotation with Affiliate by providing each Trainee with the following:
 - 1. A brief orientation of the clinical area where Trainee will be working, and information about Affiliate's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in Affiliate's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in Affiliate's protocols for on-the-job injuries, including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;
 3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Trainee in the event of a needlestick injury to or other exposure of Trainee to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800-342-2437). The initial care and administration of testing and prophylactic therapy shall be paid for by Program.
 4. Access to any of Affiliate's applicable reference materials.
- F. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations and Program requirements. Affiliate shall notify Program within five days of receipt of notice that Affiliate is not in compliance with any such laws, regulations, or Program requirements.
- G. Permit inspection of its clinical and related facilities by the Clinical Coordinator or other Program faculty and staff to evaluate Trainee performance.
- H. With respect to any professional services performed by Trainees under this Agreement, Affiliate agrees to inform Program and its Clinical Coordinator as follows:
1. Immediately upon initiation of an investigation into the conduct of a Trainee;
 2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a Trainee; or

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a Trainee has been named or in which a settlement is being proposed on their behalf.

III. DISCRIMINATION – PROHIBITION.

Program and Affiliate agree not to discriminate in the selection or acceptance of any Trainee pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer related) as defined in section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or Program policy.

IV. TERM.

This Agreement shall commence on May 23, 2016 and terminate on May 23, 2019

V. TERMINATION.

Notwithstanding any other provisions to the contrary, this Agreement may be terminated with or without cause at any time by either party upon thirty (30) days' prior written notice to the other party or upon completion of the rotations of all of the currently enrolled trainees.

VI. INSURANCE.

- A. As a condition precedent to the effectiveness of this Agreement, Program shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
 1. Professional Medical Liability self-insurance with limits of one million dollars (\$1,000,000) per occurrence, with no annual aggregate limit. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the Affiliate shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence and no annual aggregate limit. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Workers' Compensation Self-Insurance Program covering Program's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section VI.A.1 and 2 shall not in any way limit the liability of the Program.

The coverages referred to under paragraph 2 of this Section VI.A. shall include Affiliate as an additional named insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Program, its officers, agents, Trainees, and/or employees. Program, upon the execution of this Agreement, shall furnish Affiliate with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Affiliate of any modification, change or cancellation of any of the above self-insurance coverages.

VII. INDEMNIFICATION.

- A. Affiliate shall defend, indemnify and hold Program, its officers, employees, agents and Trainees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent

or intentional acts or omissions of Affiliate, its officers, employees, or agents.

- B. Program shall defend, indemnify and hold Affiliate, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Program, its officers, employees, agents, or Trainees.

VIII. COOPERATION IN DISPOSITION OF CLAIMS.

Affiliate and Program agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. Program shall be responsible for discipline of Trainees in accordance with Program's applicable policies and procedures.

To the extent allowed by law, Affiliate and program shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either Affiliate or Program to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

IX. PATIENT RECORDS.

Any and all of Affiliate's medical records and charts created at Affiliate's facilities as a result of performance under this Agreement shall be and shall

remain the property of Affiliate. Both during and after the term of this Agreement, Program shall be permitted to inspect and/or duplicate, at Program's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

X. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XI. ATTORNEYS' FEES.

Except as expressly provided for in this Agreement, or as authorized by law, neither the District nor the Contractor shall recover from the other any attorneys fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of this Agreement or the performance of either the District or the Contractor thereunder.

XII. ASSIGNMENT.

Neither Affiliate nor Program shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

XIII. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such

provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effective unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XIV. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XV. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XVI. MODIFICATIONS AND AMENDMENTS.

This agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Affiliate and Program agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XVII. USE OF NAME.

Neither party shall use the name of the other, including the name of Mt. San Antonio College, without the prior written consent of an authorized representative of the party.

XVIII. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XIX. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XX. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage paid, certified mail, return receipt requested, and addressed as follows:

TO PROGRAM: Mt. San Antonio College
1100 N. Grand Avenue
Walnut, CA 91789
Attn: Jemma Judd, Dean, Technology & Health

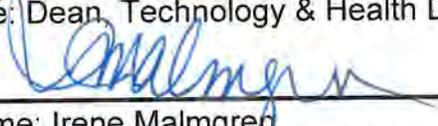
Division TO AFFILIATE: Montclair Fire Department
89011 Monte Vista Ave.
Montclair, CA 91763
Attn: Stephen Jackson, Fire Division Chief

The parties have executed this Agreement as set forth below.

MT. SAN ANTONIO COLLEGE

By: 
Name: Jemma Judd, Dean
Title: Dean, Technology & Health Division

Date: 4-28-16

By: 
Name: Irene Malmgren
Title: Vice President, Instruction

Date: 4-28-16

MONTCLAIR FIRE DEPARTMENT

By: _____

Date: _____

Name: _____

Title: _____

(paramedic agreement.docx 2/26/15)

AGENDA REPORT

| | |
|---|--|
| SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-65 WITH THE CITY OF WEST COVINA FOR MOBILE DATA COMPUTER CONNECTIVITY, DATA PROCESSING EQUIPMENT, SOFTWARE, AND SERVICE OF COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM PROGRAMS | DATE: July 18, 2016 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: PDT175 DEPT.: POLICE |
|---|--|

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 16-65 with the City of West Covina (West Covina) for Mobile Data Computer (MDC) connectivity, data processing equipment, software, and the service of Computer-Aided Dispatch (CAD) and Records Management System (RMS) programs, all of which are administered through West Covina Police Department.

Said Agreement serves only to note a rate increase for CAD/RMS Annual Maintenance Fees imposed by the City of West Covina in the amount of \$1,698, representing an overall increase of 2.183 percent.

BACKGROUND: For many years, Montclair Police Department has relied on the services of West Covina for data processing equipment, software, and support for the Police Department's CAD and RMS programs, as well as MDC connectivity.

The services provided by West Covina offer the Police Department access to a comprehensive public safety information system without the day-to-day responsibility of system management and ongoing maintenance.

The CAD system is a computer-based module for accepting Police calls for service, dispatching public safety personnel, and tracking the status of available resources. The CAD system includes interfaces to the RMS, MDCs, emergency telephone systems (E9-1-1), and all available external law enforcement databases.

Multiple open windows allow dispatchers to perform varied tasks while still being aware of changes that take place with field units. From within the CAD, dispatchers have full access to county databases, California Law Enforcement Telecommunications Systems, and the National Crime Information Center.

The CAD software is fully integrated into the MDC system, which provides field officers with immediate access to extensive information. The CAD is also fully integrated into the RMS system from which all available information is immediately transferred. Response time analysis, officer productivity, and free-time analysis reports are all based on the CAD data and provide an immediate and timely overview of efficiency.

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

The RMS is a computer-based module that allows for easy data entry and retrieval of crime-related records; citation, field interview, and registrant information; and CAD information associated with crime and other incidents reported to the Communications Center. The RMS also encompasses a crime analysis system with the capability of generating statistical reports, a useful tool in crime analysis. Both facets of the program are designed to assist law enforcement in effectively handling criminal investigations.

FISCAL IMPACT: The total cost of services proposed to be provided by the City of West Covina pursuant to Agreement No. 16-65 is \$79,481. Funding in this amount for this service is appropriated in the Police Department Fiscal Year 2016-17 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-65 with the City of West Covina for mobile data computer connectivity, data processing equipment, software, and service of computer-aided dispatch and records management system programs.

STANDARD AGREEMENT

DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT

This DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT is made this 1st day of July, 2016 by and between the City of West Covina, through its Police Department, an entity organized under the laws of the State of California ("West Covina Police") and the Montclair Police Department, organized under the laws of the State of California ("Client Agency").

Recitals

- A. Client Agency has requested to lease the West Covina application software.
- B. Client Agency desires to implement and use a comprehensive public safety information system without the responsibility for day-to-day central computer system management and West Covina Police has the available central computer system capacity, implementation and system management skills and ability to implement such a system and to provide on-going support and maintenance.

In consideration of an initial processing establishment fee and annual processing and software usage/support/maintenance fees to be paid by Client Agency to the West Covina Police, the parties agree as follows:

1.Sale of Equipment and Right To Use Software. Subject to the terms and conditions hereof, West Covina Police agrees to sell to Client Agency, and Client Agency agrees to purchase from West Covina Police, the equipment and the right to use the software products described herein (collectively referred to as the "System"). West Covina Police shall obtain for delivery at the address designated for Client Agency's use of the System (the "Installation Site"), the equipment, parts, and supplies identified in Attachment 1 hereto (the "Network Equipment").

Client Agency's right to use the system software products may not be transferred, leased, assigned, or sublicensed without West Covina Police's prior written consent, except for a transfer of the right-to-use in its entirety to a successor in interest of Client Agency's entire organization who assumes the obligations of this Agreement.

2.Network Equipment Installation. West Covina Police shall be responsible for complete installation of the System and Network Equipment identified in Attachment 1 hereto.

3.Training. Client Agency shall select personnel suitable to operate and use the System and confirm that such personnel demonstrate the competence necessary to manage and operate the System. West Covina Police shall, upon Client Agency's request, provide Client Agency's personnel with training and instruction concerning the operation and use of the System by conducting a training session(s) at a mutually convenient time at Client Agency's

facility. The cost and terms of payment for providing training at Client Agency's facility is contained in Attachment 1 of this Agreement.

4.Remote Computing Services. The West Covina Police shall provide Client Agency with the data processing services described in the Processing Schedule contained in Attachment 1. The Processing Schedule sets forth standards and procedures, including form of source data, programs to be used in processing, procedures for data storage, and form of return data and output, for such services. The West Covina Police may provide remote computing services to sort and analyze such data in order to produce the return data and output. Such data, as sorted and analyzed, shall be stored in a custom database file for Client Agency to access on a confidential, "password-restricted" basis through the West Covina Police's on-line communications network. The Processing Schedule also sets forth the equipment and computer programs provided for Client Agency's use, the quantity of data storage space reserved the communication protocols and terminal specifications for equipment on Client Agency's premises, and user identification and security procedures to be employed.

5.Processing. The West Covina Police will process work in a timely manner according to the processing schedule, including computer network availability times and scheduled downtime arrangements, to be developed from time to time by Client Agency and West Covina Police and documented in additions to the Processing Schedule signed by both parties hereto. West Covina Police acknowledges that maximum availability of the computer network so undertaken is necessary for Client Agency to meet Client Agency's internal operating requirements, but West Covina Police shall not be responsible for unscheduled computer network outages attributable to causes beyond its reasonable control, including but not limited to limitations on the availability of telephone transmission facilities, failures of other communications equipment, or Client Agency's failure to prepare data properly for input into equipment of West Covina Police.

6.Backup Services. If West Covina handles Client processing, West Covina Police shall maintain adequate back-up arrangements and equipment in order to maintain services hereunder in the event of the failure of West Covina Police's equipment. West Covina Police shall, at a minimum, perform daily incremental and weekly comprehensive backups of Client Agency's database files and shall rotate a current backup copy off-site from West Covina Police's premises weekly.

7.Priority Processing. West Covina Police shall afford priority to all data processing services provided with respect to public safety information systems and shall undertake all reasonable efforts to maximize computer network availability for such data processing for Client Agency prior to any non-priority processing.

8.Ownership of Systems, Materials and Database. All systems, programs, operating instructions, and other documentation prepared by West Covina Police shall be, and remain, the property of West Covina Police. All data and source documents provided by Client Agency and all output shall be, and remain, Client Agency's property. Upon termination of this Agreement, all of Client Agency's information retained by West Covina Police in Client Agency's custom database files shall be made available to Client Agency on computer readable media, of a type suitable for use on the specified equipment, and West Covina

Police shall return to Client Agency all documents and written records of transactions belonging to Client Agency. Client Agency's custom database files shall be supplied in either native West Covina application system format or in a flat file format with all data fields unpacked or not in computational or binary form. Costs to cover such final servicing and handling of materials and custom database files are deemed to be included in the processing establishment fee.

9. Duty of Care. West Covina Police agrees to employ due care and attention in maintaining Client Agency's custom database files. Client Agency acknowledges that data processing entails the likelihood of some human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage.

Operation of the System and use of the products and services identified in this Agreement are the sole responsibility of Client Agency. West Covina's sole undertaking is limited to providing the products and services outlined herein in accordance with the terms and conditions of this Agreement. The provision of products sold or leased and services performed by West Covina to Client Agency shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any obligation toward any third party or legal entity outside of West Covina and Client Agency; West Covina's obligations under this Agreement extend solely to Client Agency.

Client Agency is responsible for adopting reasonable measures to limit Client Agency's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results prior to use thereof, provision for identification and correction of errors and omissions, preparation and storage of backup data, replacement of lost or damaged data or media, and reconstruction of data. Client Agency agrees to maintain at all times alternative methods capable of substitution for West Covina Police's performance under this Agreement. Client Agency is also responsible for complying with all local, state, and federal laws including those pertaining to the use and disclosure of any data.

10. Confidential Treatment of Information. West Covina Police shall maintain in confidence, and shall not disclose to any third party, unless directed to do so in writing by Client Agency's Chief of Police, or designee, all data and materials furnished by Client Agency for processing hereunder, and West Covina Police agrees that such information shall not be used by West Covina Police for any purposes other than the provision of processing services pursuant to this Agreement. West Covina Police's obligation under this Paragraph 10 is limited to diligent compliance with the same methods and procedures that West Covina Police uses to protect its own confidential information from disclosure. West Covina Police further agrees to restrict access to the custom database files created for the output of its processing of Client Agency's data. West Covina Police shall furnish Client Agency with a description of such restrictions upon Client Agency's request, BUT CLIENT AGENCY ACKNOWLEDGES THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND WEST COVINA POLICE DOES NOT AND CANNOT GUARANTEE THAT SUCH OUTPUT CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH RESTRICTIONS.

11. Audits and Governmental Examination. West Covina Police agrees to permit auditors or consultants retained by Client Agency to audit or review the procedures for handling and processing of data hereunder upon reasonable notice and compliance with West Covina Police's security procedures. The parties also acknowledge that certain federal and state agencies may require access to facilities of West Covina Police to audit the performance of the services by West Covina Police for Client Agency under this Agreement, and West Covina Police will cooperate with respect to all such governmental audits. West Covina Police shall provide an annual financial accounting and report of data processing operations in writing to Client Agency.

12. Modification of Procedures. West Covina Police may make changes from time to time in its standards and procedures for performing data processing services, but no substantial changes will be implemented by West Covina Police until it has furnished Client Agency with written notice thereof and a reasonable opportunity to adapt Client Agency's operations to accommodate such changes. Substantial changes are those which would force Client Agency to make significant modifications to their standard operating procedures.

13. West Covina Maintenance. West Covina Police shall maintain the application software used by Client Agency at the time of the execution of this Agreement. West Covina Police shall use its best efforts to correct any reproducible error. Response to downed systems generally will be within four hours. Suspected error conditions will be investigated and corrected by West Covina Police personnel at West Covina offices to the extent possible although visits to the Client Agency's site shall be made when necessary pursuant to Paragraph 18 of this Agreement. West Covina Police may provide Client Agency with use of unsolicited error corrections or changes to the software which West Covina Police determines are necessary for proper operation of the software.

14. New Releases. West Covina Police is continually working on improvements to application software modules. During the term of this Agreement, as these improvements are released, Client Agency will receive the right-to-use these improvements. West Covina Police reserves the right to make final determination as to whether or not newly completed or acquired enhancements, modules and/or applications are deemed separately priced products or are to be included as no-cost enhancement/new releases for the maintenance-paying Client Agency.

15. Pricing. Network Equipment Costs, Processing Establishment, Installation and Training Fees shall be paid on a one-time only basis according to the payment schedule contained in Attachment 1 of this Agreement. Processing, Software Support and Usage and Maintenance fees are billed annually and are due and payable by July 1 of each year. The amount of these annual recurring fees is presented in Attachment 1. West Covina Police may increase the amount of the annual recurring fees each year, based upon budget requirements, to a maximum of 5% in any year. Client Agency will be notified of such annual recurring fees increases by April 1 of each year.

16. Taxes. Client Agency shall report and pay all applicable federal, state, and local taxes designated, levied, or based (1) upon the Purchase Price, Service Establishment, Processing Fees, or any other amounts payable under this Agreement; (2) on account of this Agreement; or (3) with respect to the System, the Network Equipment, or the use by Client Agency of the System or the Network Equipment.

Client Agency shall indemnify and hold harmless West Covina Police from all claims and liability resulting from Client Agency's failure to report or pay such amounts.

17.Delivery. West Covina shall deliver all equipment outlined in Attachment 1 to Client Agency's facility.

18.On-Site Assistance and Billing. If a problem cannot be resolved using remote diagnostics, with the Client Agency's authorization, West Covina Police shall send a specialist to the Client Agency's site under the following terms and conditions: (1) If the problem lies solely with Client Agency's equipment, Client Agency will be responsible for all expenses associated with the resolution of the problem, and (2) if the problem is Client Agency generated, Client Agency may be responsible for all fees and expenses and will be automatically billed on a net 30 basis at West Covina Police's then-current service rate plus cost of materials. The current service rate is indicated in Attachment 1 of this Agreement.

Nonpayment of billed services shall constitute a breach of Agreement and all remote computing services and maintenance shall be withheld until such time as all back payments plus applicable late penalties and interest have been fully repaid. Client Agency generated problems include any and all hardware and/or network failures that were caused by improper use, tampering or by intentional damage to the Client Agency's Network Equipment.

19.West Covina Service Group (WCSG). Calls to WCSG will be accepted during regular business hours from 7:00 a.m. PST to 5:00 p.m. PST on Monday through Thursday, excluding announced West Covina holidays. Responses from WCSG or other West Covina Police representatives will be provided during the same hours. West Covina Police will use its best efforts to resolve problems promptly. Client Agency will select no more than two (2) of its employees to serve as official representatives of Client Agency to use the WCSG hotline support. Client Agency may also appoint alternative representatives to act in place of the official representatives in their absence. The WCSG service is not to be considered a source of training or a source of consulting. It is Client Agency's responsibility to regulate and authorize the use of this service by its employees. All WCSG services shall be coordinated in advance with the West Covina Site Manager. Client Agency's representatives shall not call programming staff directly.

After-hours support services may be provided in coordination through the Site Manager. "After hours support services" means services between 5:00 p.m. - 7:00 a.m. Monday-Friday or on West Covina holidays or on weekends. Requests for emergency support services may originate only from the Client Agency's official representative(s). The charge for emergency services shall be on a time and materials basis at the rate indicated in Attachment 1 with a two (2) hour minimum. There is no charge for technical support and calls to WCSG outside of emergency services and on-site assistance.

West Covina shall designate a Site Manager under this Agreement.

20.Client Agency Responsibilities. Client Agency's responsibilities shall include the following:

- 1 Client Agency, at its expense and prior to delivery and installation of the System at Client Agency's address, shall prepare the Installation Site in an appropriate manner and shall cause the Installation Site to conform to any utility, climate control, and communication interface specifications that West Covina Police or the manufacturers or vendors of the Network Equipment may supply.
- 2 Client Agency shall promptly inspect the Network Equipment upon its arrival at the Installation Site and shall notify West Covina Police if Client Agency finds any damage or defect in the Network Equipment.
- 3 Client Agency shall provide West Covina Police personnel with the work space necessary for the proper execution of its service obligations as necessary and required by West Covina Police.
- 4 Client Agency will be responsible for maintaining the computer hardware, communications equipment, telephone lines, cabling, modems and all other hardware equipment as necessary to operate efficiently and to industry standards.
- 5 Client Agency will make available network access time for the testing and maintenance of software as necessary and required by West Covina Police.

21. Terms of Agreement. This Data Processing Equipment and Services Agreement shall be effective until terminated as set out in paragraph 22, subject to changes in terms and conditions set out herein. This Agreement may only be modified in writing signed by both parties.

22. Termination. Either party shall have the right to terminate this Agreement without cause upon not less than one hundred eighty (180) days advance written notice.

23. Warranties.

- 1 West Covina Police warrants, for the benefit of Client Agency only, that at the time of completion of delivery and installation of the Network Equipment and Operating Programs at the Installation Site, the equipment shall be free of defects in materials or workmanship. West Covina Police's sole obligation, and Client Agency's exclusive remedy, for any defect or nonconformity in the Network Equipment and Operating Programs shall be to cooperate with Client Agency to provide it with the benefit, if any, of the warranty and support commitment of the third-party manufacturers and suppliers of Network Equipment and the Operating Programs. Client Agency may independently seek to obtain directly, from the manufacturers of the Network Equipment or the Operating Programs, maintenance or repair of the Network Equipment or the Operating Programs under any warranty or guarantee provided by such manufacturer. Client Agency acknowledges, unless Client Agency obtains separate service agreements with such manufacturers and suppliers or with a third-party maintenance vendor covering maintenance or repair of the Network Equipment and the Operating Programs at the Installation Site, that such manufacturers and suppliers may require Client Agency to deliver defective Network Equipment or Operating Programs to their authorized service centers for maintenance or repair.

2 THE CLIENT AGENCY UNDERSTANDS AND AGREES THAT EXCEPT FOR THE FOREGOING WARRANTY, NO WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO THE SOFTWARE UNDER THIS AGREEMENT, WHICH IS FOR MAINTENANCE AND SUPPORT ONLY. ALL IMPLIED WARRANTIES ARE HEREBY AND EXPRESSLY DISCLAIMED. West Covina's sole obligation for breach of this Agreement is limited to repairing and/or replacing, at Client Agency's option, the software components at West Covina's own expense, which shall be Client Agency's sole and exclusive remedy. The repair or replacement of any defective software under this warranty is conditioned upon the software not having been altered or repaired by any individual other than West Covina employees or agents, and West Covina shall not be responsible for any defects resulting from the mishandling, abuse, misuse, improper storage or improper operation, including use in conjunction with equipment which is electrically or mechanically incompatible with or of inferior quality to the System, as well as failure to maintain the environmental conditions specified by the manufacturer of the System.

24.Indemnification. Subject to the limitations set out herein each party shall indemnify and hold harmless the other party from and against claims, losses, damages, liabilities, demands, and lawsuits to the extent they arise from, or are alleged to arise from, negligent acts solely in connection with a party's performance (or failure to perform) under this Agreement or a party's use of, or operation of, the Product(s) sold, installed, and maintained under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible property

Notwithstanding any other provision in this Agreement, including without limitation Paragraphs 9,23,24, West Covina Police shall defend, indemnify and hold harmless the Client Agency and its elected officials, officers, employees and agents from and against any claims, losses, damages, liabilities, demands and lawsuits, of whatsoever kind or nature, including, without limitation, patent and/or copyright infringement claims arising out of or relating to West Covina Police's ownership and/or ability or right to sell or lease the software and database which are the subject of this Agreement.

25.Security and Privacy. West Covina Police agrees that to the extent allowed by law, none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the prior written consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. Client Agency shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

26.Changes to files and/or hardware configuration. Any changes to files and/or hardware which may affect software performance, including but not limited to changes to existing hardware configurations, network configurations, terminal and printer characteristics or

modems without the prior written consent of West Covina Police may void this Agreement. West Covina Police may provide requested support on a time and material basis only, until such time as the changes in configuration are resolved.

27.Independent Contractor. The parties hereto agree that West Covina Police Department and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of Client Agency.

28.Notices. Any notices required or permitted under this Agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or by personal courier to the address set forth in this Agreement or any more recent address of which the sending party has been apprised.

29.Governing Law/Miscellaneous. This agreement shall be governed by the laws of the State of California. It may be amended only in writing signed by both parties. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

30.Entire Agreement. This Agreement, including Attachment 1 hereto, which is hereby incorporated herein by this reference, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representations, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

City of Montclair

City of West Covina

By: _____

By: _____

Name: Paul M. Eaton

Name: Dave Faulkner

Title: Mayor

Title: Chief of Police

Date: _____

Date: _____

**DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT
NETWORK EQUIPMENT AND PROCESSING SCHEDULE – Attachment 1**

I. Description of Data-Processing Services:

A. Maintenance and Repair of Data Communications Lines:

All data communication lines between Client Agency and West Covina are supplied by the local telephone service company. The maintenance and repair of those lines remains the responsibility of the provider.

B. Maintenance and Repair of E-911 Connections:

All 911 communication lines are supplied by the local telephone service company. The maintenance and repair of those lines remains the responsibility of the provider.

C. Maintenance and Repair of External System Interfaces:

All external interface communication lines between Client Agency and the County or State are supplied by the County or the State. The maintenance and repair of those lines remains the responsibility of the provider.

D. Maintenance and Repair of West Covina Police supplied Third-Party Equipment:

All third party equipment provided by West Covina to Client Agency will be the property of the Client Agency. The maintenance and repair of that equipment will be the responsibility of West Covina. Any West Covina personnel costs will be billed to Client Agency at a time and materials rate of \$150 per hour.

E. Maintenance and Repair of Third-Party Software provided by West Covina Police:

All third party software provided by West Covina to Client Agency will be the property of the Client Agency. The maintenance and repair of that software will be the responsibility of West Covina. Any West Covina personnel costs will be billed to Client Agency at a time and materials rate of \$150 per hour.

F. Maintenance and Repair of West Covina Police Central Computer System:

West Covina will be responsible for all maintenance and repair of the Central Computer System with contracted maintenance coverage of 24 hours by 7 days per week, including holidays.

**DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT
NETWORK EQUIPMENT AND PROCESSING SCHEDULE – Attachment 1**

G. Client Agency copy of database backup:

At Client Agency direction, West Covina Police will rotate to Client Agency a comprehensive backup media on a monthly basis.

II. Standards and Procedures

A. Client Agencies Users' Group:

Client Agency will be a member of the West Covina User's Group and will be invited to attend all meetings of that group and will be asked to provide input into future software enhancements.

B. Procedures for Off-Site Data Storage:

West Covina will make daily backups of the entire Client Agency system. If asked to do so, West Covina will provide Client Agency, monthly, with a full backup media.

C. Network Availability Schedule:

24 hours daily, 7 days per week.

D. Scheduled Downtimes:

Downtimes are scheduled on an "as needed" basis and West Covina Police will provide, in most instances, at least one (1) day advance notice. Less notice may be provided for emergency system maintenance downtime.

E. Security Procedures:

Client Agency will have full authority and responsibility to assign passwords, terminal time-outs, user clearances, and other related security functions to all of their users on the system.

F. On-Site Assistance and Emergency Service Fees:

Normal On-Site Assistance rate is \$150.00 hour.

Emergency Services rate is \$300.00 hour.

Client Agency shall be invoiced for these services fees as they are incurred. The invoice shall indicate the date services were provided, the individual providing the services and amount of time incurred. Invoices are due and payable within 30 days.

**DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT
NETWORK EQUIPMENT AND PROCESSING SCHEDULE – Attachment 1**

Client Agency shall be invoiced for any software or hardware purchases made on their behalf, at the time of ordering. Invoices are due and payable within 30 days. Late payments are subject to a 3% monthly penalty.

The annual processing/usage fee is due and payable by July 1 of each year.

The software support and maintenance fee is due and payable by July 1 of each year.

**DATA PROCESSING EQUIPMENT AND SERVICES AGREEMENT
NETWORK EQUIPMENT AND PROCESSING SCHEDULE – Attachment 1**

ON-GOING ANNUAL FEES (due July 1st of each year, starting July 1, 2016)

| | |
|--|--------------------|
| ANNUAL CAD/RMS / EXTERNALS MAINTENANCE FEES | \$35,160.00 |
| ANNUAL HOSTED LEASE / TIME-SHARE FEES | \$29,150.00 |
| ANNUAL MDT MAINTENANCE FEES | \$6,010.00 |
| ANNUAL CLETS FEES | \$4,244.00 |
| ANNUAL PST RADCOM SERVER / CLIENT MAINTENANCE FEES | \$4,917.00 |
| TOTAL WCSG ANNUAL FEES | \$79,481.00 |

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 16-3132 RELATED TO THE COLLECTION OF SEWER STANDBY ASSESSMENT FEES FOR VACANT PROPERTIES

DATE: July 18, 2016

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: SEW125

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Ordinance No. 84-592 requires the collection of Sewer Standby Assessment Fees on vacant properties. The fees are collected through an assessment on the vacant parcel by the County Treasurer-Tax Collector's Office. The City Council is requested to adopt Resolution No. 16-3132 in order to reevaluate the list of vacant properties.

BACKGROUND: In 1984, the City Council adopted Ordinance No. 84-592, requiring collection of Sewer Standby Assessment Fees from owners of vacant properties adjacent to the City Sewer System. Sections 9.20.400 and 9.20.410 of the City of Montclair Municipal Code dictate that a list of vacant properties be prepared and that Sewer Standby Assessment Fees be calculated for each parcel annually. Increases in the cost of the Sewer Standby Assessment Fees are not being proposed.

The assessment is \$2.35 monthly or \$28.20 annually, per vacant lot. The charges listed on Resolution No. 16-3132 are the annual charges for each listed parcel. The fees are collected by the San Bernardino County Treasurer-Tax Collector's Office on the property tax bill for each parcel. The Sewer Standby Assessment Fees are collected to cover the capital costs, cost of maintenance, and cost of operation of the City of Montclair Sewer System.

Staff has prepared Resolution No. 16-3132, setting Sewer Standby Assessment Fees on an updated list of vacant properties with access to the City Sewer System. Upon adoption, the Resolution would be forwarded to the San Bernardino County Treasurer-Tax Collector's Office so these fees may be included in the Fiscal Year 2016-17 tax billing.

FISCAL IMPACT: Adoption of Resolution No. 16-3132 would permit the City to collect the outstanding amount of \$676.80 in revenue for the Sewer Fund.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 16-3132 related to the collection of Sewer Standby Assessment Fees for vacant properties.

Prepared by: Nicole de Moet

Fiscal Impact
Finance Review:

Donald L. Parker

Proofed by: Marissa Peruya

Reviewed and
Approved By:

M. J. H.

RESOLUTION NO. 16-3132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR SETTING SEWER STANDBY ASSESSMENTS ON VACANT PROPERTIES HAVING ACCESS TO THE CITY SEWER SYSTEM

WHEREAS, the City Council of the City of Montclair has adopted Ordinance No. 84-592 establishing Sewer Standby Assessments to be collected from vacant properties having access to the City Sewer System; and

WHEREAS, the City Council has determined the Sewer Standby Assessment should be collected as part of the annual general County tax bill; and

WHEREAS, the Sewer Standby Assessments are collected to exclusively finance the capital costs, cost of maintenance, and cost of operation for the City Sewer System.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Montclair hereby establishes Sewer Standby Assessments on the following vacant properties:

| Assessor's Parcel Number | Sewer Standby Assessment | Assessor's Parcel Number | Sewer Standby Assessment |
|--------------------------|--------------------------|--------------------------|--------------------------|
| 1007-393-04 | \$28.20 | 1008-601-70 | \$28.20 |
| 1008-011-14 | \$28.20 | 1009-021-07 | \$28.20 |
| 1008-011-15 | \$28.20 | 1009-021-12 | \$28.20 |
| 1008-011-16 | \$28.20 | 1009-471-06 | \$28.20 |
| 1008-021-01 | \$28.20 | 1011-011-03 | \$28.20 |
| 1008-021-02 | \$28.20 | 1011-011-04 | \$28.20 |
| 1008-171-02 | \$28.20 | 1011-052-25 | \$28.20 |
| 1008-171-03 | \$28.20 | 1009-521-01 | \$28.20 |
| 1008-171-04 | \$28.20 | 1011-334-05 | \$28.20 |
| 1008-171-05 | \$28.20 | 1011-621-06 | \$28.20 |
| 1008-371-03 | \$28.20 | 1012-101-16 | \$28.20 |
| 1008-601-69 | \$28.20 | 1012-101-18 | \$28.20 |
| Total Number of Parcels: | | 24 | |
| Total Assessment: | | \$676.80 | |

BE IT FURTHER RESOLVED that the City Council of the City of Montclair, by adoption of this Resolution, requests the San Bernardino County Treasurer-Tax Collector's Office to collect the Sewer Standby Assessment listed at the time of collection of the Fiscal Year 2016-17 taxes.

BE IT FURTHER RESOLVED that the City Clerk shall send a certified copy of this Resolution to the Treasurer-Tax-Collector's Office of San Bernardino County requesting collection of the Sewer Standby Assessment.

APPROVED AND ADOPTED this XX day of XX, 2016.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 16-3132 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, 2016, 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 CITY OF MONTCLAIR REAL
ESTATE COMMITTEE MEETING HELD ON
MONDAY, JUNE 20, 2016 AT 5:30 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 5:26 p.m.

II. ROLL CALL

Present: Council Member Dutrey (Chair); Mayor Eaton (Committee Member); City Manager Starr; Deputy City Manager/Economic and Community Development Executive Director Staats; Assistant Director of Housing/Planning Manager Caldwell; City Planner/Planning Manager Diaz; Associate Planner Gutierrez; Public Works Director Hudson; Deputy City Clerk Phillips

III. APPROVAL OF MINUTES

Minutes of the Real Estate Committee of April 18, 2016, were approved.

IV. PUBLIC COMMENT – None

V. DISCUSSION ITEMS

A. DEVELOPMENT PROPOSALS — PROJECTS NOT OFFICIALLY SUBMITTED FOR FORMAL CITY REVIEW:

- 1. 5515 Holt Boulevard – Review site plan design and architectural elevations for the proposed remodel of the vacant former Montclair Car Wash and Gas Station to allow a new Gas Station operator (Mobil) and convenience store (Circle K) with Type 20 off-premises beer and wine license, a fully automated carwash tunnel, and a quick oil change facility**

The Committee reviewed the proposed Site Plan design and architectural elevations for a proposed Mobil and Circle K, which include a gas station, automatic car wash, and convenience store; and recommended approval.

- 2. 9147 Central Avenue – Site Plan review of request to reconfigure existing McDonald’s drive-thru to accommodate a second drive-thru lane**

The Committee reviewed the proposed Site Plan for an additional drive-thru lane at the existing McDonald’s restaurant located on

Central Avenue to address traffic congestion issues in the shopping center during peak hours, and recommended approval for the Site Plan.

3. Northeast Corner of Mission Boulevard and Monte Vista Avenue – Site Plan and elevations for proposed concrete tilt-up warehouse facility

The Committee reviewed and recommended approval of the proposed Site Plan.

4. 9377 Autoplex Drive – Remodel and addition to Metro Acura auto dealership

The Committee reviewed the proposed remodel and additions to the Metro Acura auto dealership. The Committee discussed the components of the remodel including exterior renovations, a new service bay canopy, and a stacked car elevator storage system. The Committee expressed support and recommended approval of the proposed remodel and additions to Metro Acura auto dealership.

B. PROPOSED AMENDMENT TO THE NORTH MONTCLAIR DOWNTOWN SPECIFIC PLAN — DEVELOPER PARTICIPATION AND SPECIFIC PLAN STANDARDS

Deputy City Manager/Economic and Community Development Executive Director Staats advised that if the parking standards the Council wishes to apply to North Montclair Downtown Specific Plan (NMDSP) projects are different from the current NMDSP parking standards, the NMDSP must be amended to accommodate such a change.

City Manager Starr indicated that if the parking standards are altered, prospective developers may withdraw their current project proposals.

The Committee discussed parking density for proposed and future projects in the NMDSP, as well as current parking issues at the **Paseos at Montclair North**.

Deputy City Manager/Economic and Community Development Executive Director Staats stated staff is evaluating the possibility of allowing higher density projects immediately surrounding the **Montclair Transcenter**.

The Committee discussed making changes to the parking standards and decided to recommend leaving the parking standards as they are and monitoring enforcement of parking management plans in developments.

C. OTHER ITEMS

Council Member Dutrey asked if the Governor’s message proposing to allow affordable housing projects to bypass local governing bodies and

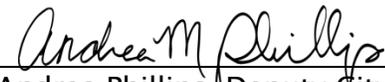
receive over-the-counter approvals would impact the quality of projects in the NMDSP, were it to be implemented.

City Manager Starr stated the property values in that area are too high for affordable housing projects to be feasible; however, it is possible the Governor will alter his proposal to push for mixed income residential developments in Transit Oriented Districts.

VII. ADJOURNMENT

At 5:59 p.m., Council Member Dutrey adjourned the Real Estate Committee.

Submitted for Real Estate Committee approval,



Andrea Phillips, Deputy City Clerk

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON TUESDAY,
JULY 5, 2016, AT 8:55 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 8:55 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of June 20, 2016.

Moved by City Manager Starr, seconded by Mayor Pro Tem Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of June 20, 2016.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

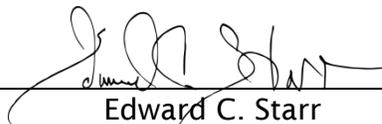
At 8:56 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 9:05 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Raft stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 9:05 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager