

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

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

September 6, 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** — None

VI. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, Montclair Housing Authority Commissioners, and Montclair Community Foundation Board of Directors (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

- A. First Reading** — Consider Ordinance No. 16-959 Amending Section 8.16.020 of the Montclair Municipal Code Related to Street Restrictions for Overweight Vehicles and Setting a Public Hearing for Second Reading and Adoption of Ordinance No. 16-959 on Monday, September 19, 2016, at 7:00 p.m. in the City Council Chambers [CC]

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VIII. CONSENT CALENDAR

- A. Approval of Minutes**
1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission/MCF Board Meeting of August 15, 2016 [CC/SA/MHC/MHA/MCF]

B. Administrative Reports

1. Consider Setting a Public Hearing for Monday, September 19, 2016, at 7:00 P.M. in the City Council Chambers to Consider Ordinance No. 16-957 Amending Sections 11.02.010 and 11.72.370 of the Montclair Municipal Code Related to Electronic Message Center Signs [CC] 7
2. Consider Setting a Public Hearing for Monday, September 19, 2016, at 7:00 P.M. in the City Council Chambers to Consider Ordinance No. 16-960 Amending Section 3.36.160 of the Montclair Municipal Code Related to Utility Users Tax Refunds [CC] 15
3. Consider Authorization to Purchase Six 2017 Ford Explorer Interceptor Utility Vehicles from Sunrise Ford [CC]

Consider Declaring Six Ford Crown Victoria Police Interceptor Vehicles as Surplus and Available for Parts or Sale at Auction [CC] 18
4. Consider Issuing a Permit for Rykal, LLC dba Yellow Cab and American Cab to Operate and Provide Taxicab Services Within the City of Montclair [CC] 20
5. Consider Approval of Warrant Register and Payroll Documentation [CC] 22

C. Agreements

1. Consider Approval of Agreement Nos. 16-76, 16-77, 16-78, and 16-79 with Montclair Little League, Montclair Golden Girls Softball League, and All Cities Youth Baseball, Respectively, for Use of Ball Field Facilities [CC] 23
2. Consider Approval of Agreement No. 16-80 Amending Agreement No. 15-15 with San Bernardino County Flood Control District for a Municipal Separate Storm Sewer System and National Pollutant Discharge Elimination System Joint Defense Agreement [CC] 50
3. Consider Termination of Agreement No. 92-81 with Certified Records Management, Formerly Archives Service and Storage, for Use of its Records Storage Facility [CC]

Consider Approval of Agreement No. 16-81 with Corodata for Off-Site Records Archiving, Storage, and Destruction Services [CC]

Consider Authorizing a \$15,500 Allocation from the Contingency Reserve Fund to Cover Costs Related to the Destruction of Obsolete Records and the Transfer of Records to the Corodata Facility [CC]

Consider Authorizing City Manager Starr to Sign Agreement No. 16-81 with Corodata [CC] 56
4. Consider an Appropriation of an Additional \$40,000 from Successor Agency 2014 Lease Revenue Bond Proceeds for Costs Related to the Mills Avenue Alley Rehabilitation Project, Bringing the Total Project Cost to \$160,000 [CC]

Consider Award of Contract for the Mills Avenue Alley Rehabilitation Project to Gentry Brothers, Inc., in the Amount of \$141,200 [CC]

Consider Approval of Agreement No. 16-83 with Gentry Brothers, Inc., for Construction of the Mills Avenue Alley Rehabilitation Project [CC]

Consider Authorization of an \$18,800 Construction Contingency for the Mills Avenue Alley Rehabilitation Project [CC] 63

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5. Consider Approval of Agreement No. 16-84 with Ontario-Montclair School District to Provide a Licensed Clinical Social Worker for the Case Management Program [CC]	71
6. Consider Approval of Agreement No. 16-85, a Memorandum of Understanding Between the City of Montclair and the Montclair Police Officers' Association [CC]	77
7. Consider Approval of Agreement No. 16-86, a Tolling Agreement with Inland Empire Utilities Agency, Subject to Final Approval by City Attorney Robbins [CC]	79
D. Resolutions	
1. Consider Adoption of Resolution No. 16-3115 Supporting the Chino Basin Water Conservation District's Status as a Special District [CC]	93
IX. PULLED CONSENT CALENDAR ITEMS	
X. RESPONSE — None	
XI. COMMUNICATIONS	
A. City Department Reports — None	
B. City Attorney	
1. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation <i>Omlin v. Montclair</i>	
C. City Manager/Executive Director	
D. Mayor/Chairman	
E. Council/SA Board/MHC Board/MHA Commissioners/MCF Board	
F. Committee Meeting Minutes (<i>for informational purposes only</i>)	
1. Minutes of the Personnel Committee Meeting of August 15, 2016 [CC]	96
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	
<i>(At this time, the City Council will meet in Closed Session regarding pending litigation.)</i>	
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, September 19, 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 September 1, 2016.

AGENDA REPORT

SUBJECT: FIRST READING — CONSIDER ORDINANCE NO. 16-959 AMENDING SECTION 8.16.020 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO STREET RESTRICTIONS FOR OVERWEIGHT VEHICLES AND SETTING A PUBLIC HEARING FOR SECOND READING AND ADOPTION OF ORDINANCE NO. 16-959 ON MONDAY, SEPTEMBER 19, 2016, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS

DATE: September 6, 2016

SECTION: PUBLIC HEARINGS

ITEM NO.: A

FILE I.D.: STA750

DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: The California Vehicle Code allows cities to regulate truck traffic on city streets by designating certain streets as either restricted or unrestricted streets. This restriction applies to vehicles exceeding a certain weight, generally 10,000 pounds. Section 8.16.020 of the Montclair Municipal Code identifies Montclair streets that are unrestricted, meaning that vehicles passing over them may weigh up to 80,000 pounds without any special permits being required to be on the street. The City Council is being requested to consider modifications to this section. Modifications to the Municipal Code, when needed, require City Council adoption of an ordinance. A copy of proposed Ordinance No. 16-959 is attached for Council review.

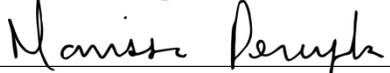
BACKGROUND: Section 8.16.020 of the Montclair Municipal Code was last revised in September 2014. Recently, the City of Ontario informed Montclair staff that it was revising its own restricted street ordinance, eliminating Holt Boulevard east of Benson Avenue as a truck route. Since Holt Boulevard west of Benson Avenue is currently an unrestricted truck route in Montclair, staff feels the designation should be changed to restricted, between Benson Avenue and Central Avenue. Holt Boulevard west of Central Avenue would remain an unrestricted truck route.

The proposed change was presented to the Public Works Committee on July 21, 2016. The Committee supported staff's recommendation. Trucks would still be permitted on the restricted portion of Holt Boulevard for local pickups and deliveries, just as they are permitted on any other restricted street in the City.

FISCAL IMPACT: Minimal fiscal impact is expected with the proposed change. The cost for advertising the public hearing in the *Inland Valley Daily Bulletin* should not exceed \$500. Several signs would have to be changed or added at a total cost not expected to exceed \$1,000. Funding for the signs would come from the sign program with no additional appropriation required.

RECOMMENDATION: Staff recommends the City Council conduct the first reading of Ordinance No. 16-959 amending Section 8.16.020 of the Montclair Municipal Code related to street restrictions for overweight vehicles and set a public hearing for second reading and adoption of Ordinance No. 16-956 on Monday, September 19, 2016 at 7:00 p.m. in the City Council Chambers.

Prepared by:  Fiscal Impact Finance Review: 

Proofed by:  Reviewed and Approved By: 

ORDINANCE NO. 16-959

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF MONTCLAIR AMENDING SECTION
8.16.020 OF THE MONTCLAIR MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES ORDAIN AS
FOLLOWS:

SECTION I. Amendment to Code. Section 8.16.020 of Title 8 of the Montclair Municipal Code is hereby repealed and replaced as follows:

Section 8.16.020 - Truck routes.

A. Classification. The streets or portions thereof of the City are declared to be and are divided and classified into two groups and shall henceforth be known as and regulated as to heavy traffic by the names of such two groups, together with regulations pertaining thereto as set forth in this section. Such two groups are designated as: unrestricted streets and restricted streets.

B. Unrestricted Streets. The streets designated in this subsection shall henceforth be known and designated as unrestricted streets, and the City imposes no weight restrictions or regulations thereon except as are contained in the Vehicle Code of the State:

1. Arrow Highway, from the westerly City Limits to Benson Avenue;
2. Palo Verde Street from Monte Vista Avenue to Central Avenue;
3. Holt Boulevard, from Mills Avenue to Central Avenue;
4. Mission Boulevard, from the westerly City Limits to Central Avenue;
5. Monte Vista Avenue, from Palo Verde Street to the northerly City Limits;
6. Central Avenue, from the northerly City Limits to the southerly City Limits;
7. Monte Vista Avenue from Mission Boulevard to Holt Boulevard; and
8. Brooks Street from Ramona Avenue to a point 1,650 feet east of the centerline of Monte Vista Avenue.

C. Restricted Streets. It is unlawful for any person owning or operating any motor vehicle or truck-trailer combination exceeding a maximum gross weight of 10,000 pounds to drive or propel the same, or to cause or permit the same to be driven or propelled, at any time upon, over or across any and all streets or portions of streets not otherwise classified as unrestricted streets.

D. Exceptions. The provisions of this section shall not prohibit any vehicle or truck-trailer combination exceeding the prescribed maximum gross weight limit, coming from an unrestricted or less restricted street, having ingress and egress by direct route to and from such restricted streets, when necessary for the purpose of making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on such restricted streets, and for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building, structure, or street upon such restricted street; but then only by such deviation from the nearest unrestricted or less restricted street as is reasonably necessary.

E. Exemptions. The provisions of this section shall not apply to:

1. Passenger buses under the jurisdiction of the Public Utilities Commission of the State;
2. Any vehicle owned by a public utility while necessarily in use in the construction, installation, servicing, or repair of any public utility;
3. Emergency vehicles of the City;
4. School buses under the jurisdiction of any school district;
5. Any vehicle owned by the City while necessarily in use in the construction, installation, servicing, or repair of any City-owned facility;
6. Any vehicle owned or operated by contractor or subcontractor under contract with the City while in use in the construction, installation, servicing, or repair of any City-owned facility; or
7. Refuse collection vehicles.

F. Signs. The City Council, in accordance with the provisions of Section 35701 of the Vehicle Code of the State, determines that notice of the provisions of this section will best be given by posting unrestricted streets affected by the provisions of this section, and the City Engineer is authorized to post appropriate signs on any such street, which signs shall state and declare the load limits established by the provisions of this section. The City Engineer may post appropriate signs on restricted streets as he/she deems necessary.

G. Proof of Compliance. Any police officer shall have the authority to require any person driving or in control of any vehicle proceeding over a street to proceed to any public or private scale within a radius of 10 miles for the purpose of weighing such vehicles and determining whether there has been compliance with the provisions of this section.

H. Weight Violations—Penalty. Any person in violation of the provisions of this section shall be subject to the penalties set forth in Chapter 1.12 of the Montclair Municipal Code.

SECTION II. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION III. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after passage.

SECTION IV. Posting.

The Deputy City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

APPROVED AND ADOPTED this XX day of XX, 20XX.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 16-959 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 20XX, and finally passed not less than five (5) days thereafter on the XX of XX, 20XX, by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

AGENDA REPORT

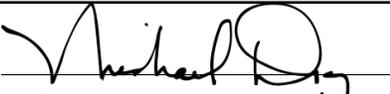
SUBJECT: CONSIDER SETTING A PUBLIC HEARING FOR MONDAY, SEPTEMBER 19, 2016, AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS TO CONSIDER ORDINANCE NO. 16-957 AMENDING SECTIONS 11.02.010 AND 11.72.370 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO ELECTRONIC MESSAGE CENTER SIGNS	DATE: September 6, 2016 SECTION: ADMIN. REPORTS ITEM NO.: 1 FILE I.D.: SIG180 DEPT.: ECONOMIC DEV.
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REASON FOR CONSIDERATION: Amendments to the Municipal Code require public hearing review and approval by the City Council.

BACKGROUND: On August 8, 2016, the Planning Commission approved a resolution recommending approval of the code amendment designed to allow the use of Electronic Message Centers (EMCs) for more uses/businesses within the City than the current zoning code allows. Proposed Ordinance No. 16-957 would establish new minimum development standards and regulations for the use of EMCs and ensure that they do not proliferate throughout the community. The site criteria requirements include minimum lot sizes, separation distances between similar signs on adjacent properties, minimum setbacks, and height and screen size limits. Qualifying sites would be subject to the approval of a Conditional Use Permit (CUP).

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to Ordinance No. 16-957 should not exceed \$500.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, September 19, 2016, at 7:00 p.m. in the Council Chambers to consider Ordinance No. 16-957 amending Sections 11.02.010 and 11.72.370 of the Montclair Municipal Code related to the electronic message centers (EMCs).

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

ORDINANCE NO. 16-957

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SECTIONS 11.02.010 AND 11.72.370 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO ELECTRONIC MESSAGE CENTER SIGNS

WHEREAS, California Government Code Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, Section 11.72.370 of Chapter 11.72 of the Montclair Municipal Code (MMC) sets forth regulations for the use of "electronic message board signs" in the City; and

WHEREAS, the City's zoning code currently restricts the use of Electronic Message Board Signs to uses or businesses occupying a minimum 20 acres in land area and other criteria set forth in Section 11.72.370 of the Montclair Municipal Code; and

WHEREAS, it is determined to be in the best interest of the City and its residents to amend Section 11.72.370 of Chapter 11.72 of the Montclair Municipal Code to allow the use of electronic message board signs in other locations; and

WHEREAS, the proposed code amendment adds the new term "Electronic Message Centers (EMCs)" and defines them as "programmable digital signs or message boards that utilize computer-generated messages, text and/or images, or some other electronic means of changing copy;" and

WHEREAS, the proposed code amendment also includes new locational criteria, design standards, and operational measures, which are aimed at controlling the undesirable effects of EMCs; and

WHEREAS, the proposed code amendment requires the approval of a Conditional Use Permit (CUP) prior to the installation of any Electronic Message Center within the City. The Conditional Use Permit process and conditions of approval will ensure compatibility with surrounding uses in the same zoning district; and

WHEREAS, on August 8, 2016, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the Planning Commission conducted a public hearing at which time all persons wishing to testify in connection with said code amendment were heard, and said code amendment was fully studied; and

WHEREAS, on August 8, 2016, the Planning Commission unanimously recommended that the City Council approve the proposed code amendment; and

WHEREAS, the proposed amendment to the Municipal Code is consistent with the City's General Plan and each element thereof, which seek to guide and direct the orderly development of the City; and

WHEREAS, the proposed amendment will not adversely affect the public health, safety, or welfare in that it will provide for orderly and consistent development in the City; and

WHEREAS, the City Council finds that the proposed Ordinance is consistent with the General Plan's goals and policies to protect and enhance community character and appearance; and

WHEREAS, the City Council finds that this Ordinance is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15305 and 15311 of the State CEQA Guidelines. The proposed code amendment does not approve any construction activities but, instead, establishes standards, permit requirements, and other measures that regulate the locations and number of EMCs within the community; and

WHEREAS, the Director of Community Development is directed to file a Notice of Exemption in accordance with CEQA and the State CEQA Guidelines.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Chapter 11.02.010. (Definitions) of Title 11 ("Zoning and Development") of the Montclair Municipal Code, "Signs" Definition No. 16 ("Electronic Message Display") is hereby repealed and replaced with the following new term and definition:

"Electronic Message Centers (EMCs) are programmable digital signs or message boards that utilize computer-generated messages, text and/or images, or some other electronic means of changing copy."

SECTION II. Chapter 11.72.370 ("Electronic Message Board Sign") of Title 11 ("Zoning and Development") of the Montclair Municipal Code is hereby repealed and replaced in its entirety as follows:

Chapter 11.72.370

ELECTRONIC MESSAGE CENTER SIGNS

11.72.370 Electronic Message Center Displays.

Electronic Message Centers (EMCs) are programmable digital signs or message boards that utilize computer-generated messages, text and/or images, or some other means of changing copy. EMCs shall be allowed in specific locations and subject to the criteria set forth in this Section, subject to approval of a Conditional Use Permit (CUP) by the Planning Commission. The criteria in this Section shall be for freestanding EMCs. Building- and wall-mounted EMCs are prohibited.

A. Locational Criteria

EMCs shall be permitted on developed parcels within the City with a legally established land use and/or business, subject to the following locational criteria:

1. Non-Freeway-Oriented Signs. Non-Freeway-Oriented EMCs are subject to the following restrictions:

a. Shall be located on parcels having a minimum of 200 feet of lineal frontage on any of the following public arterial streets: Holt Boulevard, Mission Boulevard, Central Avenue, and Monte Vista Avenue; and

b. Shall be located on a parcel or adjoining parcels under common use and/or ownership cumulatively totaling a minimum of three (3) acres. If a parcel, or adjoining parcels, is being leased, the lease must have a minimum of five (5) or more years remaining on the term of the lease, calculated from the date a complete application is received by the City, and as evidenced by a copy of an executed lease agreement; and

c. Shall not be located within 200 lineal feet of any other permitted EMC, or within 50 lineal feet of any existing freestanding identification (monument) sign located on a separate parcel which is not associated with the subject site.

2. Freeway-Oriented Signs. Freeway-Oriented EMCs are subject to the following restrictions:

a. Shall be located on parcels, commercial businesses, regional centers, auto centers, or contiguous shopping centers occupying a minimum of seven (7) acres with a minimum of 700 lineal feet of continuous frontage along the Interstate 10 right-of-way; and

b. Shall be located on a parcel or adjoining parcels under common use and/or ownership cumulatively totaling a minimum of three (3) acres. If a parcel, or adjoining parcels, is being leased, the lease must have a minimum of five (5) or more years remaining on the term of the lease, calculated from the date a complete application is received by the City, and as evidenced by a copy of an executed lease agreement; and

c. Shall not be located within 1,200 lineal feet of any other permitted EMC ; and

d. Shall be located within 50 feet of the freeway right-of-way line of Interstate 10.

3. EMCs On City-Owned Property.

The City may construct and maintain civic signs for community entrance, identification, direction, and information, which are located on City-owned property or off premises in the public right-of-way, including but not limited to electronic, digital, programmable, and/or illuminated signs.

B. EMC Structure Height and Display Size Limits.

1. Non-Freeway-Oriented EMCs shall be subject to the following maximum dimensions/limits:

a. Maximum height: 14'-0" above adjacent finished grade or adjacent sidewalk elevation.

b. Maximum area of EMC display: 60 square feet.

2. Freeway-Oriented EMCs shall be subject to the following maximum dimensions/limits:

a. Maximum height: 65'-0" above adjacent finished grade for the structure to which an EMC is attached. In addition, the top of the EMC display screen shall be a maximum of 50'-0" above adjacent finished grade to ensure safe readability to motorists on Interstate 10.

b. Maximum area of EMC display: 260 square feet.

The height and EMC display size limits are summarized in the following table:

EMC Structure Height and Display Size Limits			
<i>Location/Type</i>	<i>Number of EMCs</i>	<i>EMC Display</i>	<i>Structure Height*</i>
<u>Non-Freeway-Oriented</u>	1	60 s.f. max.	14'-0" max
<u>Freeway-Oriented</u>	1	260 s.f. max.	65'-0" max

*Measured from adjacent finished grade or adjacent finished sidewalk or roadway.

C. Illumination and Display Requirements

1. Maximum Illumination. No EMC sign display shall exceed a maximum illumination level of 0.3 foot-candles (fc) above ambient light level when measured at the recommended distance, based on the EMC size. All signs shall be equipped with an automatic dimmer control or other mechanism that automatically controls the sign's brightness to continually comply with this requirement. If brightness levels exceed the above standard, an adjustment shall be made within one (1) business day upon Notice of Non-Compliance from the City, or the sign shall be immediately turned off until the adjustment is completed.

a. Pixel Pitch (resolution). All EMC display components shall be full color with a minimum pitch resolution of 20 millimeter spacing or better.

b. Pixel Calibration. Pixel-to-pixel, module-to-module pixel calibration.

2. Measurement Criteria. The illuminance of an EMC shall be measured with an illuminance meter set to measure foot-candles accurate to at least two (2) decimals. Illuminance shall be measured with the EMC off, and again with the EMC displaying a white image. Measurements shall be taken after sunset with the site fully illuminated by installed site lighting. All measurements shall be taken perpendicular to the face of the EMC at the distance determined by the total area of the EMC display as set forth in the table below:

<i>EMC sign area (square feet)</i>	<i>Distance (feet)</i>	<i>EMC sign area (square feet)</i>	<i>Distance (feet)</i>	<i>EMC sign area (square feet)</i>	<i>Distance (feet)</i>
10	32	65	81	140	118
15	39	70	84	150	122
20	45	75	87	160	126
25	50	80	89	170	130
30	55	85	92	180	134
35	59	90	95	190	138
40	63	95	97	200	141
45	67	100	100	220	148
50	71	110	105	240	155
55	74	120	110	260	161
60	77	130	114	---	---

a. **Illumination Limits.** The difference between the "off" and "solid white" image measurements using the EMC measurement criteria shall not exceed 0.3 foot-candles on either side of the sign. If the measurement of illumination levels on each side of the sign is different, the side of the sign facing residentially-zoned properties shall take precedent.

b. **Dimming Capabilities.** All EMC displays shall be equipped with a sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim the EMC display according to ambient light conditions, or that can be continuously adjusted to comply with the 0.3 foot-candle measurements.

c. **Initial Certification.** At least one week prior to initial operation of the EMC, the applicant shall submit written documentation from the manufacturer of the sign to certify to the City that the EMC is properly equipped with an automatic dimmer control or other mechanism that automatically controls the sign's brightness to continually comply with the brightness levels specified in this ordinance.

D. Architectural and Siting Standards.

All EMCs shall be subject to the following standards:

1. **Design.** The EMC shall be designed to complement the design of the primary building on the property, including colors and materials. The design of the EMC shall include the following elements:

- a. A full/solid base structure (with no exposed poles or supports) extending the full width of the EMC; and
- b. A display screen framed by no less than six (6) inches on all sides; and
- c. A minimum clearance of four feet (4'-0") between the bottom edge of the display screen and adjacent finished grade.
- d. Except for the name of the center or the primary business, no other individual sign faces of other businesses or entities shall be attached to the EMC structure.

2. **City Identification Required.** Freeway-Oriented EMCs shall incorporate and identify the "City of Montclair" as a permanent element in the overall design of the structure supporting the EMC display.

3. **Street Address Required.** Non-Freeway-Oriented EMCs shall display the numerical street address of the property/business in a location on the support structure. Numerical characters shall be individual, internally or halo-illuminated characters attached to, or routed into, the base and no less than eight inches (8") in height. Numerals shall be permanently affixed to or displayed on the support structure a minimum of 24 inches above finished grade.

4. **Setbacks.** EMCs located on private property shall observe the following setback requirements:

- a. A minimum of five feet (5'-0") from the adjacent public right-of-way or private street sidewalk. Where no sidewalk exists, no portion of the EMC display or

associated support structure shall be closer than ten feet (10'-0") from the adjacent curb face; and

- b. A minimum of ten (10'-0") from side property line of adjacent property; and
- c. A minimum of 25 lineal feet away from any vehicular driveway; and
- d. A minimum of 10 lineal feet away from any pedestrian path-of-travel from the public sidewalk to any building on the subject property or adjacent property.

5. Line of Sight. All EMCs shall be sited on the subject parcel in a location offering optimal visibility to motorists and shall not be located in such a manner to obstruct the sight lines of motorists or pedestrians entering or leaving the subject property or adjacent properties. Further, EMCs located at an intersection shall be sited outside of the required corner cut-off area as set forth in Chapter 11.38 of this Title.

6. EMC Display Orientation. EMCs may be single-faced or double-faced. Double-faced EMCs shall be oriented perpendicular to Interstate 10 or the street to which they are adjacent, or, if located at an intersection of two streets, shall be oriented diagonally (perpendicular to the adjacent radius of the intersection) so as to be easily visible to motorists on the street segments adjacent to the property. Single-faced EMCs may only be installed at an intersection of two streets or at the end of a cul-de-sac. Single-faced EMCs at an intersection shall be oriented diagonally (generally parallel with the adjacent radius of the intersection) so as to be easily visible to motorists on the street segments distant from the property and so that the back side of the sign is not directly visible to a public right-of-way.

7. Landscaping. EMCs shall be placed within a landscaped area to provide sufficient protection from unintentional damage by vehicles on the property. Landscape material shall not obstruct the EMC display, business identification sign, and/or numerical address at the time of landscape installation or at maturity. It is further recommended that non-living landscape materials, such as decomposed granite, gravel, mulch, or the like, be used in lieu of live plant materials for a distance extending 24 inches around the base of the monument structure.

8. Durability. All EMC displays shall be silicone-sealed for adequate weather protection, shall have integral protective louvers (injection molded or aluminum) to ensure optimal daytime visibility and minimize vandalism, and carry a minimum five-year warranty from the manufacturer. Detailed plans demonstrating compliance with said construction standards and evidence of said warranty shall be submitted at the time of plan check prior to issuance of building permits.

9. Maximum Number. No more than one EMC shall be permitted per qualifying parcel, including parcels with multiple street frontages. Parcels with an EMC shall not be entitled to a monument sign on the same street frontage to identify the name(s) of the business(es) on the property. Any existing pylon or monument sign on a qualified site and on the same street frontage as a proposed EMC, which would be in conflict with the requirement of this Section, shall be required to be permanently removed as a condition of approval.

10. Compliance with Regulations. All EMCs shall comply with all regulations related to electronic displays imposed by federal and state agencies.

E. EMC Operational Standards.

1. Digital images shall contain static messages only. Scrolling or flashing messages are prohibited.

2. EMCs shall display each static message for a minimum of four (4) seconds.

3. The only permissible transitions between static messages shall be a "cut" (an instant change from one image to the next) or a "dissolve" or "crossfade" (gradual fade from one image to the next).

4. EMCs shall display a single message at any one time. Split screens shall not be permitted.

5. Hours of Operation. No restrictions on the hours of operation for approved Freeway oriented EMC displays. For Non-Freeway-Oriented signs, hours of operation shall be determined by the Planning Commission on a case by case basis depending on

the size of the EMC, the proposed location, and proximity of the EMC to residential properties or other sensitive land uses.

6. Representatives of the Community Development Department shall have the right to inspect the EMC on a periodic basis to ensure that it is operating in compliance with this Section.

F. EMC Maintenance Standards.

1. Paint and other finishes on the EMC display and support structure shall be maintained in good condition. Damaged or substandard finishes shall be repaired within 14 days of notification by the City.

2. Mineral deposits and stains shall be removed on a regular basis. Vandalism, graffiti, or damaged surfaces shall be repaired immediately. All repairs shall demonstrate high quality workmanship (e.g., straight, level, plumb, square, etc., as the situation requires) and restore the exterior materials and finishes of the EMC or EMC structure to its original appearance, subject to approval of the Community Development Director.

3. The owner of the EMC shall maintain an ongoing written maintenance agreement with a qualified licensed sign maintenance contractor. The Community Development Department shall be provided documentation of such an agreement upon request.

G. Malfunction.

EMC signs shall be designed and equipped to immediately discontinue the display of images or text if sign malfunctions. If, at any time more than 25 percent of the digital display lights malfunction or are no longer working, the owner of an EMC shall turn off the display until repairs are made. The owner of an EMC sign shall provide to the City of Montclair, the name and number of a contact person that is on call at all times and who is able to turn off the digital sign promptly if a malfunction occurs.

H. Enforcement/Penalties.

Noncompliance with any of the provisions of this section or the conditions of approval of an EMC shall be grounds for revocation of any issued Conditional Use Permit as provided in Section 11.78.100A. Prior to initiating revocation proceedings, the City shall provide written notice of such violation(s) to the owner of the EMC and a reasonable timeframe, not to exceed 30 days from the date of written notice, to cure the noncompliant conditions.

Any person or entity violating or failing to comply with any of the requirements of this chapter shall be guilty of a violation pursuant to Chapter 1.12 of this Code.

SECTION III. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION IV. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after passage.

SECTION V. Posting. The Deputy City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

APPROVED AND ADOPTED this XX day of XX, 2016.

ATTEST:

Mayor

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 15-955 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2015, and finally passed not less than five (5) days thereafter on the XX day of XX, 2016, by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER SETTING A PUBLIC HEARING FOR MONDAY, SEPTEMBER 19, 2016, AT 7:00 P.M. TO CONSIDER ORDINANCE NO. 16-960 AMENDING SECTION 3.36.160 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO UTILITY USERS TAX REFUNDS	DATE: September 6, 2016 SECTION: ADMIN. REPORTS ITEM NO.: 2 FILE I.D.: TAX550-75 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: Amendments to the Montclair Municipal Code require public hearing review and approval by the City Council.

BACKGROUND: Chapter 3.36 of the Montclair Municipal Code (Code) covers the procedures and processes for assessment and collection of Utility User Tax. Section 3.36.160 of that Chapter covers possible refunds of overpayments, duplications, and erroneous or illegal collections of that tax. In that process, Subsection B indicates, "...provided such credit is claimed in a return dated no later than three years from the date of overpayment."

It is the City Attorney's opinion that this three-year time period needs modification to eliminate a potential ambiguity since this suggests and implies that refunds can be claimed for three years which is inconsistent with the one-year limitation under the Government Tort Claims Act. Additionally, the circumstances as to when a potential refund would occur also needed clarification.

Therefore, in order to eliminate this ambiguity, provide clarifications and make the Code consistent with the Government Tort Claims Act, proposed Ordinance No. 16-960 is seeking to eliminate the three-year reference in this Section of the Code and replace it with a reference to Chapter 1.16 of the Code which covers claims against the City of Montclair. By doing this, it would make it certain that any claimed refund would be subject to the one-year limitation under the Government Tort Claims Act.

FISCAL IMPACT: The City Council's adoption of Ordinance No. 16-960 making this clarifying change to the Code would have no direct cost to the City. The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to proposed Ordinance No. 16-960 should not exceed \$500.

RECOMMENDATION: Staff recommends the City Council set a public hearing for Monday, September 19, 2016, at 7:00 p.m. in the City Council Chambers to consider Ordinance No. 16-960 amending Section 3.36.160 of the Montclair Municipal code related to utility users tax refunds.

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

ORDINANCE NO. 16-960

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING SECTION 3.36.160 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO UTILITY USERS TAX REFUNDS

WHEREAS, Section 3.36.160 of Chapter 3.36 of the Montclair Municipal Code currently sets forth the procedures to be followed concerning the refund of any overpayment of utility users tax;

WHEREAS, Chapter 1.16 of the Montclair Municipal Code sets forth the claim presentation procedures for claims and demands against the City of Montclair; and

WHEREAS, it is determined to be in the best interests of the City and its residents to apply the same claims presentation procedures set forth in Chapter 1.16 of the Montclair Municipal Code to claims for refund of overpayment of utility user taxes in order to provide for consistency in the treatment of all claims presented to the City of Montclair.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Amendment to Code. Section 3.36.160 of Title 3 of the Montclair Municipal Code is hereby repealed and replaced as follows:

3.36.160 – Refunds.

A. Whenever it has been determined by the City’s Finance Department, an independent audit, court decision or other source determined by the City to factually represent, with evidence, that the amount of any tax subject to this chapter has been overpaid, or paid more than once, or has been erroneously or illegally collected or received by the Tax Administrator under this chapter, such tax payment so collected or received may be refunded as provided in this section.

B. Notwithstanding the provisions of subsection A of this section, a service supplier claiming a refund may take as credit against taxes owed the amount overpaid, paid more than once, or erroneously or illegally collected or received when it is established to the City’s satisfaction that the service user from whom the tax has been collected did not owe the amount of the tax overpaid, paid more than once, or erroneously or illegally collected; provided, however, that neither a refund nor a credit shall be allowed by the service supplier unless it can be established to the City’s satisfaction that the amount of the tax overpaid, paid more than once, or erroneously or illegally collected has either been refunded to the service user or credited to charges subsequently payable by the service user to the service supplier required to collect and remit. A service supplier that has collected any amount of tax in excess of the amount of tax imposed by this chapter and actually due from a service user may refund such excess amount to the service user and claim credit for such overpayment against the amount of tax which is due upon any other monthly returns, provided such credit is claimed as provided in Chapter 1.16 of the Montclair Municipal Code.

C. Notwithstanding other provisions of this section, whenever a service supplier, pursuant to an order of the California Public Utilities Commission or a court of competent jurisdiction, makes a refund to service users of charges for past utility services, the taxes paid pursuant to this chapter on the amount of such refunded charges shall also be refunded to service users, and the service supplier shall be entitled to claim a credit for such refunded taxes against the amount of tax which is due upon the next monthly returns, provided such credit is claimed as provided in Chapter 1.16 of the Montclair Municipal Code. In the event the ordinance codified in this chapter is repealed, the amounts of any refundable taxes will be borne by the City.

D. A service supplier may refund the taxes collected to the service user in accordance with this section or by the service supplier’s customary practice.

SECTION III. Severability.

If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION IV. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after passage.

SECTION V. Posting.

The Deputy City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

APPROVED AND ADOPTED this XX day of XX, 2016.

Mayor

ATTEST:

Deputy City Clerk

I, Andrea M. Phillips, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 16-960 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2016, and finally passed not less than five (5) days thereafter on the XX day of XX, 2016, by the following vote, to-wit:

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

Andrea M. Phillips
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER AUTHORIZATION TO PURCHASE SIX 2017 FORD EXPLORER INTERCEPTOR UTILITY VEHICLES FROM SUNRISE FORD CONSIDER DECLARING SIX FORD CROWN VICTORIA POLICE INTERCEPTOR VEHICLES AS SURPLUS AND AVAILABLE FOR PARTS OR SALE AT AUCTION	DATE: September 6, 2016 SECTION: ADMIN. REPORTS ITEM NO.: 3 FILE I.D.: VEH450/VEH120 DEPT.: POLICE
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REASON FOR CONSIDERATION: The City Council is requested to consider authorizing the purchase of six 2017 Ford Explorer Interceptor Utility Vehicles to replace six vehicles currently used by Police Department personnel.

BACKGROUND: The City Council approved the purchase of six 2017 Ford Explorer Interceptor Utility Vehicles in the Police Department Fiscal Year 2016–17 Budget. The vehicles would replace one 2007 and five 2011 Ford Crown Victoria Police Interceptors in the Department’s Patrol fleet. Mileage on each of the vehicles is well in excess of 100,000 miles and all are in poor condition with worn interiors and some collision damage. More serious issues range from brake and electrical malfunctions to suspension and transmission problems.

Bid quotations for the purchase were received from the following vendors:

<i>Vendor</i>	<i>Bid Amount</i>
Sunrise Ford	\$174,318
Fritts Ford	\$179,238
Hemborg Ford	\$179,322

Sunrise Ford provided the lowest bid and is the recommended vendor for this purchase.

Additionally, Units 12, 14, 19, 20, 24, and 25 are proposed to be declared as surplus and made available for parts to support vehicles currently in service in the Police Department’s Patrol fleet or for sale at auction. The vehicles’ identification information is as follows:

<i>Year and Model</i>	<i>Vehicle Identification Number</i>	<i>Mileage</i>	<i>Estimated Value</i>
2011 Ford Crown Victoria	2FABP7BV2BX175656	107,002	\$6,500
2011 Ford Crown Victoria	2FABP7BV7BX175653	115,502	\$6,000
2011 Ford Crown Victoria	2FABP7BV4BX112185	110,412	\$6,245

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

<i>Year and Model</i>	<i>Vehicle Identification Number</i>	<i>Mileage</i>	<i>Estimated Value</i>
2011 Ford Crown Victoria	2FABP7BV9BX175654	110,412	\$6,000
2007 Ford Crown Victoria	2FAFP71WX7X145985	114,449	\$3,485
2011 Ford Crown Victoria	2FABP7BV3BX175651	120,826	\$5,400

FISCAL IMPACT: If authorized by the City Council, funding for the purchase of six 2017 Ford Interceptor Utility Vehicles would result in an expenditure of \$174,318 from the Police Department Fiscal Year 2016-17 Budget. There is no fiscal impact to the City by declaring existing vehicles in the Patrol fleet as surplus and making them available for parts. However, the City would receive up to \$33,630 from the auction of said vehicles. Proceeds from the sale would be credited to the Equipment Replacement Fund.

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

1. Authorize the purchase of six 2017 Ford Explorer Interceptor Utility Vehicles from Sunrise Ford.
2. Declare six Ford Crown Victoria Police Interceptor vehicles as surplus and available for parts or sale at auction.

AGENDA REPORT

SUBJECT: CONSIDER ISSUING A PERMIT FOR RYKAL, LLC
DBA YELLOW CAB AND AMERICAN CAB TO
OPERATE AND PROVIDE TAXICAB SERVICES
WITHIN THE CITY OF MONTCLAIR

DATE: September 6, 2016

SECTION: ADMIN. REPORTS

ITEM NO.: 4

FILE I.D.: TRN600

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Rykal, LLC doing business as (dba) Yellow Cab and American Cab has submitted an application for consideration by the City Council to grant a permit to operate taxicabs within the City of Montclair.

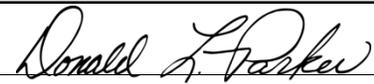
BACKGROUND: Chapter 4.68 of the City of Montclair's Municipal Code (Code) governs the operation of taxicabs within the City of Montclair. Section 4.68.020 states no owner shall operate any taxicab owned or controlled by such owner in the business of carrying passengers for hire or maintain any taxicab stand unless such owner has a permit so to do. Presently, Yellow Cab of Ontario, Bell Cab of San Bernardino and Express Transportation Systems, Inc. dba as Checker/AA Inland Empire Cab are the only companies permitted to operate within the City. Other transportation companies may provide passenger delivery services to the City of Montclair, but are not authorized to pick up passengers within the City.

Yellow Cab of Ontario has a permit to operate taxicabs within the City of Montclair; however, a change of ownership has occurred which does not allow operations to continue under that previous permit. Therefore, Rykal, LLC dba Yellow Cab and American Cab (Applicant) has filed an application to obtain a new taxicab permit to operate taxicabs with the designations of either Yellow Cab or American Cab. The applicant is not requesting to have designated taxicab stands at any public street location.

The formal process for applying for a taxicab permit is detailed in Section 4.68.030 of the Montclair Municipal Code. The applicant has complied with the submission process and the application has been reviewed and found to comply with all Municipal Code requirements. The application packet with supporting documents is 100 pages in total so it has not been attached to this report; however, the original and/or an electronic copy is available in the City Clerk's Office should anyone wish to examine it.

The application provided the following information on the applicant and the vehicles designated for use in Montclair:

- Business name and company ownership information.
- The business name and monogram/insignia to be used.

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

- Description of each taxicab designated for operation in Montclair, along with independent inspection reports from the Ontario Police Department indicating the operational safety of each vehicle.
- The Driver's License status of each driver designated to operate vehicles proposed for service in Montclair.
- Applicant's proposed rates to be charged.
- Applicant's policy on substance abuse and their pre-employment and random drug testing procedures, indicating that 44 random tests had been performed from January 1, 2016, to present. Copies of 3 recent tests were provided, all of which came up negative for drugs present in the systems of tested drivers.
- Applicant's complaint policy and procedures.
- Copies of Applicant's general liability and automotive liability insurance coverage in the amount required by the Montclair Municipal Code. Such coverage includes general liability and automotive coverage. Additionally, insurance policies designate the City of Montclair as an additional named insured. Evidence of workers compensation coverage was also provided for general employees. A representation was received that taxicab drivers are independent contractors and not employees of the company.

Additionally, as part of the application process, the applicant has signed an indemnification statement to defend all actions arising out its operations under a taxicab operations permit and they have agreed to obtain a surety bond/insurance coverage, as required by the Municipal Code, prior to any permit actually being issued.

FISCAL IMPACT: There is no cost to the City to grant the applicant a permit to provide taxicab services in the City of Montclair. The General Fund would benefit from the business license fees generated in licensing the applicant to operate within the City.

RECOMMENDATION: Staff recommends the City Council approve the application for Rykal, LLC dba Yellow Cab and American Cab to provide taxicab services in the City of Montclair, and to issue a permit for such service upon either the posting of surety bond and/or providing evidence of insurance coverage to the City Clerk covering its operation.

AGENDA REPORT

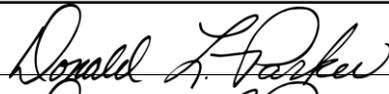
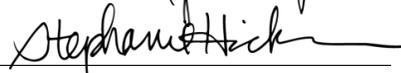
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION **DATE:** September 6, 2016
SECTION: ADMIN. REPORTS
ITEM NO.: 5
FILE I.D.: FIN540
DEPT.: ADMIN. SVCS.

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

BACKGROUND: Mayor Pro Tem Raft has examined the Warrant Register dated September 6, 2016, and the Payroll Documentation dated August 21, 2016, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated September 6, 2016, totals \$1,988,766.66; and the Payroll Documentation dated August 21, 2016, totals \$590,747.46 gross, with \$408,340.88 net being the total cash disbursement.

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

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

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NOS. 16-76, 16-77, 16-78, AND 16-79 WITH MONTCLAIR LITTLE LEAGUE, MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE, AND ALL CITIES YOUTH BASEBALL, RESPECTIVELY, FOR USE OF BALL FIELD FACILITIES	DATE: September 6, 2016
	SECTION: AGREEMENTS
	ITEM NO.: 1
	FILE I.D.: ATH020/215/218
	DEPT.: HUMAN SVCS.

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

Copies of proposed Agreement Nos. 16-76, 16-77, 16-78, and 16-79 have been included for the City Council's review and consideration.

BACKGROUND: Pursuant to Agreement Nos. 16-76 and 16-77, Montclair Little League would use the northwest field at Kingsley Park and the two southern and two northern fields at Saratoga Park for its baseball activities on weekdays and Saturdays. Pursuant to Agreement No. 16-78 Golden Girls Softball League would use the fields at Vernon Park for its softball activities on weekdays and Saturdays. Pursuant to Agreement No. 16-79, All Cities Youth Baseball would use Essex Park weekdays and Saturdays. Sunday field use by all leagues is only permitted in the event that ball games are rained out.

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

The terms of proposed Agreement Nos. 16-76, 16-77, 16-78, and 16-79 with the respective Montclair Little League, Golden Girls Softball League, and All Cities Youth Baseball, are September 6, 2016, through December 31, 2016.

FISCAL IMPACT: The agreements themselves have no fiscal impact. Maintenance costs for upkeep of the fields are imbedded in the FY16/17 Adopted City Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement Nos. 16-76, 16-77, 16-78, and 16-79 with Montclair Little League, Golden Girls Softball League, and All Cities Youth Baseball, respectively, for use of the subject ball field facilities.

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

**AGREEMENT NO. 16-76
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF KINGSLEY PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Junior/Senior Little League baseball activities at such times and hours set forth in Section 1(y). The term of this Agreement is for September 6, 2016, through December 31, 2016.

SECTION 1: LEAGUE hereby agrees as follows:

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

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

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

Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- t. To provide the CITY representative with a list of the Board of Directors including names, addresses, and telephone numbers.
- u. To provide CITY with participant rosters, practice and game schedules.
- v. To provide CITY with financial statements upon request for audit purposes.
- w. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- x. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which LEAGUE had knowledge.
- y. It is agreed that LEAGUE may use said baseball fields from September 6, 2016, through December 31, 2016, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.
- z. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the

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

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

SECTION 2: CITY hereby agrees as follows:

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

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

APPROVED AND ADOPTED this _____ day of _____, 2016.

LEAGUE:

MONTCLAIR LITTLE LEAGUE

CITY:

CITY OF MONTCLAIR

President

Carolyn Raft
Mayor Pro Tem

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR - CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2016

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

**AGREEMENT NO. 16-77
WITH MONTCLAIR LITTLE LEAGUE
FOR USE OF SARATOGA PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for Little League baseball (including the Challenger Division for children with disabilities) activities at such times and hours set forth in Section 1(aa). The term of this Agreement is for September 6, 2016, through December 31, 2016.

SECTION 1: LEAGUE hereby agrees as follows:

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

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

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

- q. To be responsible for the payment of an alarm fee at the rate of Forty Dollars (\$40) per month, to remit prompt payment to CITY upon receipt of monthly invoice.
- r. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- s. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.
- t. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- u. To deposit, with the CITY representative, the sum of Five Hundred Dollars (\$500) as a security deposit, to ensure the proper and prompt payment of alarm fees, electrical services for elected use of lights, or any incurred damages to facilities associated with the LEAGUE. In the event all invoices or potential damages are paid by the end of this Agreement term, the deposit will be refunded.
- v. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- w. To provide CITY with participant rosters, practice and game schedules.
- x. To provide CITY with financial statements upon request for audit purposes.
- y. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- z. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- aa. It is agreed that LEAGUE may use said baseball fields from September 6, 2016, through December 31, 2016, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays, generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.

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

- hh. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no greater than what may be required to provide adequate coverage over dug outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.

SECTION 2: CITY hereby agrees as follows:

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

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

APPROVED AND ADOPTED this _____ day of _____, 2016.

LEAGUE:

CITY:

MONTCLAIR LITTLE LEAGUE

CITY OF MONTCLAIR

President

Carolyn Raft
Mayor Pro Tem

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR - CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2016

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

**AGREEMENT NO. 16-78
WITH MONTCLAIR GOLDEN GIRLS SOFTBALL LEAGUE
FOR USE OF VERNON PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises LEAGUE desires to use for girls softball activities at such times and hours set forth in Section 1(x). The term of this Agreement is for September 6, 2016, through December 31, 2016.

SECTION 1: LEAGUE hereby agrees as follows:

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

- j. To maintain rest room facilities and to furnish all supplies for the rest rooms. To police the entire premises after each day's use and pick up all paper, trash, and other debris that may have accumulated, and leave the premises in a condition acceptable to CITY. This work shall be completed within two hours after an activity has ended. If the premises are not maintained as stated a contracted cleaning agency will be hired by the CITY and the LEAGUE will be responsible for all fees related to the service.
- k. To maintain all equipment and appliances within the snack bar and snack bar building at all times. To clean all sinks, countertops and utensils after each day's use and leave the snackbar in a condition acceptable to CITY. The snackbar area should not be used for storage of any materials not pertaining to food items.
- l. To ensure when a barbecue is used, it is set up a minimum of ten feet away from any structure and LEAGUE must provide one fire extinguisher for each barbecue being used. All safety and health regulations set forth by the County of San Bernardino Department of Public Health must be followed. LEAGUE must also ensure that a drip pan be used and ensure barbecue has completely cooled down before returning to storage in any CITY structure.
- m. To deposit with the CITY representative the sum of Two Hundred Dollars (\$200) as a refundable cleaning deposit to ensure the proper care and cleanup of the snack bar and equipment therein. At the end of the playing season, an inspection shall be conducted by CITY and LEAGUE representatives to ensure that all areas and CITY-owned equipment have been properly cared for and cleaned up. All non-CITY-owned equipment, with exception of refrigerators, freezers, and ice machines, shall be removed from snack bar areas. Refrigerators, freezers, and ice machines owned by LEAGUE shall be cleaned out, doors left open, and electrical turned off. Any food items left in the refrigerators and/or freezers will be discarded by the CITY.
- n. To conform to all safety and health regulations set forth by the County of San Bernardino Department of Public Health and register your snackbar as prepackaged. Maintain all CITY-installed facilities and equipment in their original condition. Failure to comply with these requirements will result in a breach of this Agreement and the loss of the use of the premises.
- o. To be responsible for all costs as a result of lost or stolen keys.
- p. To follow proper call-out procedures in an emergency (an urgent need for assistance or some type of immediate action) by using only telephone numbers issued for this purpose. A Contact List containing the emergency telephone numbers is attached.
- q. LEAGUE agrees to assist CITY in keeping order in the park area and to provide responsible supervision as may be necessary to prevent vandalism or malicious mischief to the property including for graffiti removal on buildings within 24 hours of notification, contact Graffiti Abatement

Hotline at 625-9429 and report vandalism immediately to the Public Works Superintendent at 625-9466. LEAGUE will not attempt to remove Graffiti or make repairs to building. LEAGUE shall furnish and supply personnel to conduct and supervise LEAGUE activities on the premises.

- r. If LEAGUE elects to use lights for activities conducted after dark, LEAGUE agrees to divide the cost of electrical services associated with such lighting equally with CITY at the rate of Twenty Dollars (\$20) per hour, per field; and LEAGUE will remit prompt payment to CITY upon receipt of monthly invoice.
- s. To provide the CITY representative with a list of the Board of Directors, including names, addresses, and telephone numbers.
- t. To provide CITY with participant rosters, practice and game schedules.
- u. To provide CITY with financial statements upon request for audit purposes.
- v. To designate one individual as the LEAGUE's representative to work with the CITY's representative.
- w. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency, of which LEAGUE had knowledge.
- x. It is agreed that LEAGUE may use said baseball fields from September 6, 2016, through December 31, 2016, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past 9:45 p.m.
- y. **PUBLIC LIABILITY AND PROPERTY DAMAGE:** Throughout the term of this Agreement, at LEAGUE's sole cost and expense, LEAGUE shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and LEAGUE comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and non contributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing by the insurer to CITY by certified mail. LEAGUE shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.

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

SECTION 2: CITY hereby agrees as follows:

- a. To maintain the periphery of the premises, including shrubs and trees, and mow all grass on a year-round basis.

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

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

APPROVED AND ADOPTED this _____ day of _____, 2016.

LEAGUE:

CITY:

GOLDEN GIRLS SOFTBALL

CITY OF MONTCLAIR

President

Carolyn Raft
Mayor Pro Tem

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR - CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2016

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

**AGREEMENT NO. 16-79
WITH ALL CITIES YOUTH BASEBALL
FOR USE OF ESSEX PARK**

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

WITNESSETH:

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

WHEREAS, said Park has been developed to provide areas for youth sports, on which premises ACYB desires to use for Youth Baseball activities at such times and hours set forth in Section 1(w). The term of this Agreement is for September 6, 2016, through December 31, 2016.

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

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

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

- t. To provide CITY with financial statements upon request for audit purposes.
- u. To designate one individual as the ACYB's representative to work with the CITY's representative.
- v. This Agreement is subject to the terms and conditions of any master lease CITY may have with another public agency of which ACYB had knowledge.
- w. It is agreed that ACYB may use said baseball fields from September 6, 2016, through December 31, 2016, Mondays through Fridays generally commencing at 4:00 p.m. and Saturdays generally commencing at 8:00 a.m. No activities will be conducted past daylight hours.
- x. PUBLIC LIABILITY AND PROPERTY DAMAGE: Throughout the term of this Agreement, at ACYB's sole cost and expense, ACYB shall keep, or cause to be kept, in full force and effect for the mutual benefit of CITY and ACYB comprehensive, broad form, general public liability insurance against claims and liabilities for personal injury, death, or property providing proof of at least One Million Dollars (\$1,000,000) for bodily injury or death to any one person or for any one accident or occurrence and at least Three Hundred Thousand Dollars (\$300,000) for property damage. All insurance required by this Agreement shall be carried only by responsible insurance companies duly admitted to transact business in the State of California and shall name as additional insured the CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer and the insured waive the right of subrogation against CITY and CITY's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' notice, in writing, by the insurer to CITY by certified mail. ACYB shall furnish CITY with copies of such policies promptly upon receipt of them or certificate(s) evidencing the insurance.
- y. INDEMNIFICATION: ACYB shall defend, indemnify, and save harmless CITY, its elected and appointed officials, officers, agents, and employees from all liability from loss, damage, or injury to persons or property including the payment by ACYB of any and all legal costs and attorneys' fees in any manner arising out of any negligent or intentional or willful acts or omissions of the ACYB in the activities, use, or occupancy of the PREMISES including, but not limited to, all consequential damages to the maximum extent permitted by law.
- z. It is understood and agreed that there is no relationship of employer-employee for Workers' Compensation purposes between CITY and any person connected with ACYB, unless such person is otherwise regularly employed by and conducting official business of CITY.
- aa. To conduct all operations in compliance with the Americans with Disabilities Act.
- bb. ACYB shall provide CITY with at least two (2) weeks' notice for room reservations for use of CITY facilities for ACYB meetings.

- cc. LEAGUE may place banners up on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Banners are not allowed to stay up on Sundays. Banners must be no greater than 3'X 5'. Banners will be attached to outfield chain link fence using clip on rings. Banner clearance from turf is a minimum of 2". The City will determine if a banner is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said banner. The CITY has the right to remove and dispose of any banner that is not displayed following the above mentioned procedures.
- dd. LEAGUE may place shade cloth as necessary to dug outs on weekdays and Saturdays, but they must be removed by the close of Saturday each week. Shade cloth is not allowed to stay up on Sundays. Shade cloth must be no greater than what may be required to provide adequate coverage over dug outs. Shade cloth will be attached to dug out structure using clip on rings. The City will determine if a shade cloth is past its useful life due to sun fade, rips, graffiti, etc. and will notify LEAGUE of said issue. LEAGUE will have 24 hours to remove said shade cloth. The CITY has the right to remove and dispose of any shade cloth that is not displayed following the above mentioned procedures. If LEAGUE does not remove or replace shade cloth as requested by CITY within 24 hours, CITY may prohibit use of fields and snack bar facilities to LEAGUE until request has been met.

SECTION 2: CITY hereby agrees as follows:

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

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

APPROVED AND ADOPTED this _____ day of _____, 2016.

LEAGUE:

ALL CITIES YOUTH BASEBALL

CITY:

CITY OF MONTCLAIR

President

Carolyn Raft
Mayor Pro Tem

Secretary

ATTEST:

Andrea M. Phillips
Deputy City Clerk

CITY OF MONTCLAIR - CONTACT LIST FOR SPORTS LEAGUES

SEPTEMBER 2016

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

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-80 AMENDING AGREEMENT NO. 15-15 WITH SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT FOR A MUNICIPAL SEPARATE STORM SEWER SYSTEM AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM JOINT DEFENSE AGREEMENT	DATE: September 6, 2016 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: STD200 DEPT.: PUBLIC WORKS
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REASON FOR CONSIDERATION: The City of Montclair is a Co-Permittee with San Bernardino County Flood Control District, along with 15 other San Bernardino County cities and the County itself, for issues involving the Municipal Separate Storm Sewer System and the Regional Water Quality Board. Issues arise from time to time that require legal advice from attorneys. The District retains legal counsel for this purpose, but in order to maintain client-attorney confidential communications, all Co-Permittees must sign a joint defense agreement. At the March 16, 2015, Council Meeting, Council approved Agreement No. 15-15. The San Bernardino County Flood Control District is amending the agreement. Agreements with the City require City Council approval.

BACKGROUND: The Municipal Separate Storm Sewer System (MS4) Permit is issued jointly to the San Bernardino County Flood Control District (District), the County of San Bernardino (County), and the sixteen incorporated cities in the Santa Ana River Watershed portion of San Bernardino County. The District is the Principal Permittee. Its primary responsibilities are to administer the overall stormwater program in conjunction with the cities, lead in the development of programs, act as liaison with water board staff, and prepare the required consolidated reports. The County and cities are known collectively as the Co-Permittees.

The Co-Permittees are responsible for implementing individual program elements within their own jurisdiction and for fiscally supporting the county-wide program. The permit is regulated under the Santa Ana Regional Water Quality Control Board (RWQCB) Region 8. The current San Bernardino County MS4 Permit Order No. R8-210-0036, NPDES Permit No. CAS618036, which expired on January 29, 2015, was administratively extended by RWQCB until a new permit is issued. In anticipation of review and negotiations in response to the new proposed permit, the District Legal Counsel initiated the retention of legal representation for the Area-Wide Program. The attorney that was retained to assist the District is no longer employed with Squire Patton & Boggs, but is now with Steptoe & Johnson, LLP. Therefore, to continue to use the attorney retained by District, it is necessary to amend the original agreement. City Staff recommends execution of the amended Joint Defense Agreement to allow City Staff to fully participate and be privy to any and all attorney-client conversations.

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

FISCAL IMPACT: Overall, fiscal impacts are not known at this time. However, the costs incurred under this agreement will be paid through the San Bernardino County Area-Wide Stormwater Program Budget, to which the City contributes its pro rata share. The Fiscal Year 2016-17 Budget includes an appropriation of \$39,840 as the City's pro rata share.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-80 amending Agreement No. 15-15 with San Bernardino County Flood Control District for a Municipal Separate Storm Sewer System and National Pollutant Discharge Elimination System Joint Defense Agreement.

**MODIFICATION TO
MS4 NPDES STORMWATER PERMIT RENEWAL PARTICIPATION
AND JOINT DEFENSE AGREEMENT**

This Modification (“Modification”) to the MS4 NPDES Stormwater Permit Renewal Participation and Joint Defense Agreement (“Agreement”) is made and entered into as of the date it is signed by all parties to the Agreement by and between San Bernardino County Flood Control District, the County of San Bernardino, and the City of Big Bear Lake, the City of Chino, the City of Chino Hills, the City of Colton, the City of Fontana, the City of Grand Terrace, the City of Highland, the City of Loma Linda, the City of Montclair, the City Ontario, the City of Rancho Cucamonga, the City of Redlands, the City of Rialto, the City of San Bernardino, the City of Upland, and the City of Yucaipa, (collectively, the “Parties” or “MS4 Permittee Group”) and Steptoe & Johnson, LLP.

RECITALS

- A. Some of the Parties entered into the Agreement relating to renewal of that certain MS4 NPDES Permit and Waste Discharge Requirements for Area-wide Urban Stormwater Runoff, adopted January 29, 2010, NPDES No. 618036/Order No. R8-2010-0036, applicable to the San Bernardino County Flood Control District (“SBFCD”), the County of San Bernardino, and the incorporated cities of San Bernardino County within the Santa Ana Region (“MS4 NPDES Permit”);
- B. The SB FCD, as Principal Permittee engaged the services of Chris M. Amantea, Esq. who, at the time, was a partner at the law firm Squire Patton Boggs, to assist SB FCD on legal and other issues related to renewal of the MS4 NPDES Permit, as well as on other matters necessary to representation of the MS4 Permittee Group in connection with negotiating the terms of the 2015 MS4 Permit; and
- C. Since that time, Mr. Amantea, has changed law firms and is now a partner at the law firm of Steptoe & Johnson, LLP.

AGREEMENT

Pursuant to Paragraph 14.0 (Modification of Agreement) of the Agreement, the Parties desire and intend to modify the Agreement to retain Steptoe & Johnson, LLP as common counsel to advise the MS4 Permittee Group on legal and other issues related to the 2015 MS4 Permit and remove Squire Patton Boggs as common counsel. Mr. Amantea will remain as the partner responsible for overseeing and managing the legal services provided to SB FCD, as Principal Permittee and to the MS4 Permittee Group.

Therefore, the Agreement is hereby modified to replace all references to Squire Patton Boggs (except for the references in Recital E of the Agreement), with Steptoe & Johnson, LLP.

Except as modified herein, the terms and conditions of the Agreement remain unchanged.

This Modification may be executed in one or more counterparts, each of which, when so executed, is deemed to be an original and all of which taken together constitute one agreement.

Step toe & Johnson, LLP

By: _____
Name: _____
Title: _____
Date: _____

City of Chino

By: _____
Name: _____
Title: _____
Date: _____

**San Bernardino County Flood Control District
(Principal Permittee)**

By: _____
Name: _____
Title: _____
Date: _____

City of Chino Hills

By: _____
Name: _____
Title: _____
Date: _____

County of San Bernardino

By: _____
Name: _____
Title: _____
Date: _____

City of Colton

By: _____
Name: _____
Title: _____
Date: _____

City of Big Bear Lake

By: _____
Name: _____
Title: _____
Date: _____

City of Fontana

By: _____
Name: _____
Title: _____
Date: _____

City of Grand Terrace

By: _____
Name: _____
Title: _____
Date: _____

City of Rancho Cucamonga

By: _____
Name: _____
Title: _____
Date: _____

City of Highland

By: _____
Name: _____
Title: _____
Date: _____

City of Redlands

By: _____
Name: _____
Title: _____
Date: _____

City of Loma Linda

By: _____
Name: _____
Title: _____
Date: _____

City of Rialto

By: _____
Name: _____
Title: _____
Date: _____

City of Montclair

By: _____
Name: _____
Title: _____
Date: _____

City of San Bernardino

By: _____
Name: _____
Title: _____
Date: _____

City of Ontario

By: _____
Name: _____
Title: _____
Date: _____

City of Upland

By: _____
Name: _____
Title: _____
Date: _____

City of Yucaipa

By: _____

Name: _____

Title: _____

Date: _____

AGENDA REPORT

<p>SUBJECT: CONSIDER TERMINATION OF AGREEMENT NO. 92-81 WITH CERTIFIED RECORDS MANAGEMENT, FORMERLY ARCHIVES SERVICE AND STORAGE, FOR USE OF ITS RECORDS STORAGE FACILITY</p> <p>CONSIDER APPROVAL OF AGREEMENT NO. 16-81 WITH CORODATA FOR OFF-SITE RECORDS ARCHIVING, STORAGE, AND DESTRUCTION SERVICES</p> <p>CONSIDER AUTHORIZING A \$15,500 ALLOCATION FROM THE CONTINGENCY RESERVE FUND TO COVER COSTS RELATED TO THE DESTRUCTION OF OBSOLETE RECORDS AND THE TRANSFER OF RECORDS TO THE CORODATA FACILITY</p> <p>CONSIDER AUTHORIZING CITY MANAGER STARR TO SIGN AGREEMENT NO. 16-81 WITH CORODATA</p>	<p>DATE: September 6, 2016</p> <p>SECTION: AGREEMENTS</p> <p>ITEM NO.: 3</p> <p>FILE I.D.: CCK285</p> <p>DEPT.: ADMIN. SVCS.</p>
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REASON FOR CONSIDERATION: The City Council is requested to consider termination of Agreement No. 92-81 with Certified Records Management (Certified), formerly Archives Service and Storage (Archives), and consider approval of Agreement No. 16-81 with Corodata for off-site records archiving, storage, and destruction services.

A copy of proposed Agreement No. 16-81 is attached for the City Council's review and consideration.

BACKGROUND: In 1992, the City entered into Agreement No. 92-81 with Archives for off-site records storage and other records services. Archives was a small family-owned business located on Brooks Street in Montclair, and staff enjoyed many benefits related to its close proximity including a low rate for same-day delivery of records and responsive customer service.

Certified acquired Archives in early 2013. Since Certified took over, staff has experienced several issues including a decline in response times, a 35 percent increase in storage rates, the addition of new and increasing service fees without advanced notice, and the transfer of City records to another facility located in Pico Rivera, California, without notification to the City.

Due to increasing costs and customer service issues, staff sought quotes from three local records storage vendors that came highly recommended by other cities: Government Records Management (GRM) in Pico Rivera, Corodata in Corona, and

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

Document Storage Corporation (DSC) in Ontario. Of the three companies contacted, GRM and Corodata responded with rate quotes, and DSC did not respond to the request. The table below shows the pricing comparisons.

**Off-Site Records Storage and Destruction Services
Current & Quoted Cost Comparison**

<i>Services</i>	<i>Certified (current)</i>	<i>GRM</i>	<i>Corodata</i>
Location of Warehouse	Pico Rivera	Pico Rivera	Corona
Monthly Minimum Storage Rate	\$75.00	\$75.00	\$40.00
Standard Storage Letter Box	\$0.612	\$0.264	\$0.20
Receiving/Entry	\$3.90	\$2.10	\$0.93
Box Retrieval	\$4.80	\$2.40	\$1.33
Box Refile	\$4.80	\$2.40	\$1.33
Total for Permanent Withdrawal (per box)	\$12.60	\$6.00	\$5.96
Total for Archival Destruction (per box)	\$12.60	\$5.70	\$6.53
Next Day Standard Delivery	\$25.00	\$20.00	\$14.40
Monthly Administrative Fee	\$25.00	<i>None</i>	<i>None</i>

After careful consideration of each of the quotes received, staff has selected Corodata as the best option for the City’s off-site storage of permanent and inactive records. Corodata’s qualifications, highly regarded customer service, price point for storage services, and expertise in the field set the company apart from GRM and Certified. Corodata also provides an online inventory of all boxes, which would allow for more efficient tracking of the City’s off-site records, and provide automatic notifications for staff to review and approve the scheduled destruction of boxes.

Corodata has been providing record storage services to California businesses for over 60 years. Family-owned and operated since 1947, Corodata is the largest independent records management company in California. Corodata has years of experience in records storage and offers services to both private businesses and public agencies. Corodata offers a secure and economical alternative for the retention and management of active and inactive records.

If approved, the term of Agreement No. 16-81 would be initiated as of the date of box pickup and intake, with an initial term of one year with automatic one-year renewals unless terminated 30 days before the end of the current term.

FISCAL IMPACT: Eighty boxes were sent to Archives' facility when the contract was initiated in 1992. Since then, the City's off-site volume of records has grown to 1,227 boxes, with many past their destruction dates. Staff has reviewed the inventory list and determined that over 700 boxes stored at Certified's facility can be destroyed, and the remaining boxes can be transferred to Corodata's facility, along with additional boxes staff has been retaining on-site during the new vendor selection process.

Approval of Agreement No. 16-81 would result in an immediate expenditure of approximately \$15,500 for the destruction and transfer of 1,227 boxes of records to the new vendor's facility at \$12.60 each. This cost would be allocated from the Contingency Reserve Fund. It should be noted that the cost to remove a box permanently from Certified's storage facility would be the same as the cost to have the box destroyed, resulting in staff's decision to have Certified destroy those boxes that are past their destruction deadlines.

Corodata has indicated that it would provide the following incentives to offset the cost of permanent destruction and removal of records from Certified:

- Free storage service for the first year, saving approximately \$2,000.
- Provide 3 free trips to pick up and intake boxes from Certified and City Hall, a \$450 value.
- Allow staff to review/destroy up to 50 boxes for free after intake, saving \$556.50.
- Provide 25 standard record storage cartons for free, a \$62.50 value.
- Set-up of the City's account to access records inventory through Corodata's web application, a \$200 value.

Because the first year of storage is free, the storage rates quoted would apply during the second year of service. Other service rates may be subject to change after the first year.

Reducing the number of boxes stored off-site as well as transitioning to lower storage rates with Corodata will save the City over \$8,000 in the first year compared to what the City has been paying with Certified. After the first year, Corodata's standard storage rate would save the City 67 percent over Certified's storage rate, in addition to saving the \$25 monthly Administrative Fee that was being charged by Certified. Comparatively, the City's base records storage costs alone (not including additional service charges) would be reduced from \$9,000 annually (storing 1,227 boxes with Certified) to around \$1,800 annually (storing 750 boxes with Corodata).

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

1. Approve the termination of Agreement No. 92-81 with Certified Records Management, formerly Archives Service and Storage, for use of its records storage facility.
2. Approve Agreement No. 16-81 with Corodata for off-site records archiving, storage, and destruction services.
3. Authorize a \$15,500 allocation from the Contingency Reserve Fund to cover costs related to the destruction of obsolete records and the transfer of records to the Corodata facility.
4. Authorize City Manager Starr to sign Agreement No. 16-81 with Corodata.

Corodata Records Management, Inc. Agreement for Services

Client Acct Name: _____ Acct No.(tbd): _____

Full Mailing Address: _____

Contact Name: _____ Phone: _____ Email: _____

THIS AGREEMENT, made _____, is by and between Corodata Records Management, Inc. (hereafter "Corodata") and _____ (hereafter, "CLIENT"). The storage location(s) is: _____.

Thank you for choosing Corodata! We look forward to serving you. We take our responsibility for the safekeeping of your records very seriously. Please refer to the complete terms and conditions as set forth on the attachment or reverse side, as well as any written addenda, that may be signed by CLIENT and/or Corodata and incorporated as part of this Agreement. On this page, we are highlighting some of the key items for your attention. Toward that end, please note the following:

- To enable us to offer such an economically reasonable solution to our clients, we pass along only those costs attributed to your share of space allocated and the work performed. Along these lines, we also seek reimbursement for matters arising specifically due to our relationship with you, including collection, legal, and compliance matters as they may occur from time to time.
- Since only you know what is truly in the containers and what the insurable interest is for the contents of these containers, you may want to schedule this property at its replacement value and our location(s) on your insurance policies. If the material is of a confidential or proprietary nature, you may also want to update any liability policies. Our liability, if any, for any loss, damage, destruction or unauthorized access to records is limited to \$2.00 per container unless excess valuation has been included by amendment to this Agreement and paid for by you. While we understand that the cost to replicate the intrinsic value of your records may not be represented in the \$2.00 amount, this value is specific to each customer. We are also not liable for any loss of profit or special, indirect, incidental or consequential damages of any kind.
- Since increased privacy and confidentiality are two of the most frequently given reasons for the selection of Corodata, we invite you to make yourself acquainted with our facility and the steps we have taken to decrease your risk of exposure. Please remember that although we offer a robust database to track as much or little information that you supply, we can never confirm or deny that such information is definitive as to the contents in any particular container or file.
- The fees for services to be provided by us are listed on Schedule A. Billing will be on a monthly basis. Payment is due and payable upon receipt of this invoice and no later than 15 days of the invoice.

In consideration of Corodata's agreement to provide services for a period of thirty days from the date of this Agreement, CLIENT agrees to store its materials subject to the terms and conditions of this Agreement. The term of this Agreement shall automatically extend for successive terms of the same duration until CLIENT gives Corodata thirty (30) days advance written notice of a termination date and an address for delivery of its material.

By executing this Agreement, the undersigned acknowledges and agrees that he or she has the authority to sign the agreement on CLIENT's behalf and that he or she has read, understands, and agrees to the provisions set forth in this Agreement, including the reverse side hereof, and any duly executed addenda.

CLIENT SIGNATURE

Corodata Records Management, Inc.

CLIENT NAME / TITLE (Please Print)

Date

DATE

TERMS AND CONDITIONS

Unless expressly modified by specific provisions set forth in Schedule A, if any, the following terms and conditions shall apply to this Agreement.

- 1. STORED MATERIAL** – Corodata shall store and service CLIENT’S material (“Stored Material”). CLIENT may modify or add to the Stored Material, which, unless otherwise indicated in writing, shall be held under the same terms and conditions as the Stored Material, and will, from the date of tendering for storage to Corodata, be deemed Stored Material as the term is used herein.
- 2. ACCEPTANCE** –The act of tendering material for storage and/or other services by Corodata constitutes CLIENT’S acceptance of the terms, conditions and rates and other provisions of this Agreement. Corodata may amend the provisions of the Agreement by providing written notice of such amendments to CLIENT. CLIENT may reject the amended provisions, but must do so in writing within thirty (30) days after the date of Corodata’s notice. CLIENT’s payment of the invoice evidences its assent to any amended provisions in this Agreement.
- 3. RATES**– CLIENT agrees to pay Corodata for its storage and services according to Corodata’s then current Schedule of Rates and any revisions thereto. Monthly rates shall be due in advance. Rates and services may be changed upon thirty (30) days notice to the CLIENT. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to the Schedule of Rates. Additional charges, if any, shall be paid simultaneously with the monthly rates. Payment is due and payable upon receipt of the invoice and no later than fifteen (15) days after the date of the invoice. An interest charge at the legal rate of interest in this state will be assessed on the entire unpaid balance if storage charges remain unpaid. Corodata may impose a Supplemental Energy Charge.
- 4. ACCESS TO STORED MATERIAL**
 - a. Stored Material and information contained therein shall be delivered to CLIENT’s authorized representatives. CLIENT represents that its authorized representatives have full authority to order any service for or removal of the Stored Material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, in writing or in person. Corodata shall not be liable to CLIENT by granting access to the Stored Material to any person representing him or herself as an authorized representative.
 - b. When Stored Material is ordered out, Corodata shall be given a reasonable time to carry out said instructions, and if it is unable to do so (or to provide any other service herein contemplated) because of, including, but not limited to, acts of God or public enemy, seizure or legal process, natural disasters, strikes, lockouts, riots and civil unrest, or other reason beyond Corodata’s reasonable control or because of loss, damage or destruction of Stored Material for which Corodata is not responsible, or because of any other excuse provided by law, Corodata shall not be liable for failure to carry out such instructions or services.
 - c. In the Event of a Default, COMPANY Corodata reserves the right to deny access to or delivery of the Stored Material until such time as CLIENT has cured such Default under this Agreement.
 - d. CLIENT authorized representatives shall have the right, at reasonable times and upon reasonable notice, to examine the media and/or records and compilations of data of Corodata, which pertain to the performance of this Agreement.
- 5. DELIVERY AND REMOVAL**
 - a. Corodata shall not be liable for any loss, damage, destruction or unauthorized access to CLIENT materials in transit, or to items which may receive sudden and accidental damage, pursuant to conditions specified in Section 6, below.
 - b. Corodata may charge a permanent removal fee in addition to any other accrued charges when Stored Material is withdrawn from storage or upon termination of this Agreement.
 - c. Corodata must deliver all boxes permanently removed but not destroyed as instructed by CLIENT at CLIENT’s expense.
- 6. DEFINITION OF LIABILITY**
 - 6.1** Corodata shall not be liable for any loss, damage or destruction to Stored Material or unauthorized access, however caused, unless such loss, or damage, destruction or unauthorized access resulted from the failure by CORODATA to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. In any event, CORODATA is not responsible for the repair, replacement or restoration of lost, damaged or destroyed property.
 - 6.2** Corodata’s liability, if any, for loss, damage, unauthorized access or destruction to any part or all of the Stored Material shall be limited to \$2.00 per container, which amount CLIENT declares to be the value of the Stored Material, unless CLIENT declares an excess valuation and pays an additional monthly charge for said excess valuation. In such case, CLIENT’s liability shall be limited to the amount of the excess valuation per container. Such limitation of liability shall apply regardless of the cause of loss, damage, destruction or unauthorized access of the Stored Material. Corodata shall not be charged with any knowledge of the content of the Stored Material.
 - 6.3** Corodata shall not be liable for any loss of profit or special, indirect, incidental or consequential damages of any kind.
 - 6.4** Stored Material is not insured by Corodata against loss or injury, however caused. CLIENT is advised to insure the Stored Material and to Schedule Corodata location(s) in its own insurance policies at declared values. CLIENT should also evaluate its various liability policies for defense against loss of or unauthorized access to third-party data and/or materials. CLIENT shall cause its insurers to waive any right of subrogation against Corodata.
 - 6.5** CLIENT understands and acknowledges that normal deterioration and aging of all record media occurs with time.
 - 6.6** Claims by CLIENT for loss, damage, destruction or unauthorized access must be presented in writing to Corodata within a reasonable time and in no event longer than sixty (60) days after CLIENT is notified by Corodata that loss, damage, destruction or unauthorized access of part or all of the Stored Material has occurred, whichever time is shorter.
 - 6.7** Corodata shall not be liable to CLIENT or any third party for loss, damage, unauthorized access, or destruction of the Stored Material by Corodata pursuant to this Agreement, unless timely written notice of the claim has been given as provided in Section 6.6 of this Agreement, and unless legal proceedings are commenced for the claim either within nine (9) months after date of delivery or return by Corodata of the Stored Material by Corodata to CLIENT, or within nine (9) months after CLIENT is notified that loss, damage, destruction or unauthorized access of part or all of the Stored Material has occurred, whichever is shorter.
 - 6.8** All limitations of liability in Section 6 apply to the entire Agreement and relationship between Corodata and CLIENT, regardless of whether any action is brought in tort, contract or other theory of liability.
- 7. TERM AND TERMINATION** – The term of this Agreement shall automatically extend for successive terms of the same duration until CLIENT gives Corodata thirty (30) days advance written notice of a termination date and an address for delivery of the Stored Material. CLIENT acknowledges that Corodata must reserve space for storage of its deposits in its buildings. If CLIENT terminates this Agreement before the completion of the term for any reason, CLIENT agrees to pay Corodata early termination fees. These fees shall become due as of the effective date of the termination. CLIENT’s early termination fees shall be equal to: (1) all unpaid and waived non-recurring charges reasonably expended by Corodata as well as costs incurred by Corodata to establish service to CLIENT; and (2) all recurring charges for the balance of the then current term. If Corodata continues to hold CLIENT’s property after an expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all property has been removed from Corodata’s facilities. Corodata may adjust rates upon thirty (30) days’ written notice.
- 8. DEFAULT**
 - 8.1** The occurrence of any one or more of the following events shall constitute default (“Events of Default”):
 - a. Failure to pay any sum due hereunder within fifteen (15) days of when due; or
 - b. Breach of any other provision of this Agreement.
 - 8.2** Upon the occurrence of any of the Events of Default, Corodata, at its sole option, may exercise any or all of the following remedies without terminating this Agreement. CLIENT’s failure to comply with any of the following demands/deliveries shall constitute an additional default and failure to mitigate damages:
 - a. Demand payment in advance by certified check, cashier’s check, money order, or wire transfer prior to the performance of any services on behalf of CLIENT.
 - b. Demand in writing that CLIENT pick up the Stored Material.
 - c. Deliver the Stored Material to the Delivery Address, if specified, and if not, to CLIENT’S address. Delivery of Stored Material to CLIENT shall be at CLIENT’S sole cost and expense and payment of all outstanding storage, handling and delivery charges must be prepaid to Corodata.
 - d. Destroy the Stored Material, unless prohibited by state or federal statute, upon thirty (30) days advance written notice to CLIENT. CLIENT recognizes that since the Stored Material has little or no market value, the sale of the material would be impossible, and destruction is the only way for Corodata to mitigate its damage.
 - 8.3** If this Agreement is not terminated, CLIENT shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Stored Material. Alternatively, in the event the Agreement is not terminated and Corodata continues to provide services to CLIENT, CLIENT shall continue to pay sums due under this Agreement and Corodata may, at its sole discretion, require CLIENT to pay an advance deposit in an amount equivalent of up to six (6) months storage fees and costs.
 - 8.4** Corodata also has the option to terminate this Agreement, whereupon CLIENT shall pay all damages suffered by Corodata. In the event Corodata takes any action pursuant to Section 8, it shall have no liability to CLIENT or anyone claiming through CLIENT. The exercise by Corodata of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Corodata of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Corodata, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. Corodata shall be entitled to include all reasonable attorneys’ fees and costs incurred in connection with the enforcement of this Agreement.
- 9. DESTRUCTION OF RECORDS** – Corodata may destroy Stored Material upon written instruction from the CLIENT. Said destruction of the Stored Material shall be at CLIENT’S cost and expense. CLIENT releases Corodata from any and all liability by reason of the destruction of such Stored Material pursuant to this paragraph and section 8.2.d above and to direct the disposition of its the Stored Material.
- 10. OWNERSHIP OF STORED MATERIAL** – CLIENT warrants and represents that it is the owner or legal custodian of the Stored Material and has lawful possession of and legal authority to store its materials in accordance with the terms and conditions set forth herein; and if there be any litigation concerning the Stored Material, CLIENT agrees to pay all attorney’s fees, which Corodata may reasonably incur or become liable to pay in connection therewith.
- 11. RELOCATION OF STORED MATERIAL** – To accommodate its expansion, Corodata reserves the right to relocate Stored Material to another Corodata warehouse facility within a 50-mile radius without advance notification to CLIENT. Such relocation shall not interfere with Corodata’s enforcement of its rights under the California Commercial Code.
- 12. INDEMNIFICATION** – Unless caused by the negligence of Corodata, CLIENT agrees to fully indemnify and hold harmless Corodata, its officers, employees and agents for any liability, cost or expense, including reasonable attorney’s fees and costs, that Corodata may incur as a result of any claims, demands, costs or judgments against it arising out of its relations with CLIENT or third parties pursuant to this Agreement.
- 13. ASSIGNMENT** – No rights, liabilities or obligations of CLIENT under this Agreement can be assigned without the express consent of Corodata, which Corodata may withhold at its discretion. Until such express written consent is granted by Corodata, CLIENT remains fully liable under this Agreement.
- 14. COVENANTS** –
 - a. CLIENT agrees to comply with Corodata’s Customer Procedure Manual.
 - b. Any electronic media stored with Corodata must be encrypted.
 - c. CLIENT shall not, any time, store with Corodata, any narcotics; medical waste, materials considered to be highly flammable, explosive, toxic, or radioactive; organic material, which may attract vermin or insects; or any other materials which are otherwise illegal, dangerous or unsafe to store or handle in an enclosed area, or that is regulated under state or federal laws relating to the environment or hazardous materials. Corodata reserves the right, but shall not have the obligation, to open and inspect any record materials tendered for storage and to refuse acceptance of materials that fail to comply with Corodata’s storage restrictions and guidelines. CLIENT shall not store negotiable instruments, jewelry, check stock, ticket stock or other items that have intrinsic market value.
 - d. Corodata shall not be charged with knowledge of the contents of the Stored Material; and due to the incomplete nature of the CLIENT inventory details known to Corodata, Corodata shall not be liable for loss of any missing material unless (i) an Addendum is added as part of this Agreement, which expressly includes the obligation for Corodata to inventory the page-level contents of the Stored Material, and (ii) CLIENT establishes such loss occurred because of Corodata’s failure to exercise the reasonable care required under Section 6, above.
- 15. CONFIDENTIALITY** – Corodata shall implement and maintain reasonable safeguards designed to protect the confidentiality of CLIENT’s information, and shall not intentionally disclose such information to third parties without CLIENT’S written consent. Corodata is authorized to comply with any subpoena or similar order, provided that Corodata notifies CLIENT promptly thereof (unless such notice is prohibited by law).
- 16. IMAGING** – If Corodata is performing Imaging services for CLIENT, a separate Imaging proposal shall be signed by Corodata and CLIENT and incorporated herein by reference. Corodata is not responsible for any errors discovered in the scanned images after the thirty (30) day CLIENT review is complete, or whenever the original material is returned to CLIENT, whichever comes first. Corodata shall not be liable for any loss or damage to the source documents to be scanned, or unauthorized access, as set forth above in Section 6.
- 17. MISCELLANEOUS** – The term “Agreement” as used herein shall be deemed to include any and all Schedules and addendums Addenda that may be signed by CLIENT and Corodata and attached and incorporated herein as part of this Agreement. This Agreement, the terms and conditions stated herein, all Schedules and Addenda shall constitute a warehouse receipt. This Agreement constitutes the entire agreement between the parties, and supersedes any and all agreements, arrangements and understandings, including CLIENT’S Purchase Orders, whether oral or written, between the parties. Without limiting the foregoing, any CLIENT Purchaser Orders are for CLIENT’S internal purposes only, are superseded by this Agreement, and shall not be legally binding upon or enforceable against Corodata. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be construed in accordance with the laws of the state of California without giving effect to its conflict of laws principles. Corodata shall have, and may exercise, all rights granted to warehousemen by California’s Commercial Code. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be deemed to have been given on the second day after mailing if mailed by U.S. First Class Mail. Notice of any change of address must be given by CLIENT to Corodata, in writing and acknowledged in writing by Corodata on the following monthly statement. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties hereto. Neither party will be liable for delay nor inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, or other causes beyond its reasonable control.
- 18. ARBITRATION** – Any dispute, controversy or claim arising out of this Agreement or in connection with the Stored Material, whether founded in tort or contract, shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and heard by the AAA office in San Diego, California. The award may be entered as a judgment of a court of record in the County of San Diego. Corodata and CLIENT shall share equally the cost of arbitration. The arbitrator may not vary, modify or disregard the provisions contained herein, including those respecting the declared valuation of the Stored Material and the limitation of liability of Corodata.

Clients Initials _____



Records Management Rate Sheet

Schedule A

STORAGE RATES (CARTONS RATE / 30 DAYS)	RATE
<i>Minimum Monthly Storage Charge</i>	\$40.00
<i>Standard Record Storage Carton</i>	\$0.20
<i>Plan Carton</i>	\$0.35
<i>Transfercase (legal or letter)</i>	\$0.55
SERVICES	
<i>Retrieve / Refile Container (per container)</i>	\$1.60
<i>Retrieve / Refile Filefolder (per filefolder)</i>	\$1.80
<i>Search for File (per filefolder)</i>	\$1.80
<i>Container Added</i>	\$1.10
<i>Filefolder Added (charge when retrieving filefolder for first time)</i>	\$0.50
<i>Permanent Removal (retrieval not included)</i>	\$3.95
<i>Copying (per page)</i>	\$0.50
<i>Standard Carton Destruction (retrieval not included)</i>	\$4.65
<i>Special Projects Labor (per hour)</i>	\$35.00
MATERIALS	
<i>Standard Record Storage Carton (10x12x15)</i>	\$2.50
<i>Plan Carton (8x8x42)</i>	\$6.00
<i>Cor-O-Seals (20 per pack)</i>	\$19.99
TRANSPORTATION	
<i>Record Storage Carton</i>	\$2.00
<i>Non-Standard Carton (transfer, odd size cartons)</i>	\$2.50
<i>Filefolders</i>	\$0.80
<i>Trip Charge - Next Day</i>	\$14.40
<i>Trip Charge - 4 Hour Rush</i>	\$29.40
<i>Trip Charge - 2 Hour Rush</i>	\$49.40
<i>Trip Charge - Emergency Service</i>	\$250.00
<i>Rush Retrieval (per container or filefolder - added to rush trip charge)</i>	\$3.45
SCAN ON DEMAND	
<i>Corovault™ Basic (single user license, includes 1 GB storage)</i>	\$9.00 / MONTH
<i>Handling (per 50 pages)</i>	\$5.00
<i>Imaging (per image)</i>	\$0.12
<i>1 Hour Rush Handling (per 50 pages)</i>	\$20.00
<i>1 Hour Rush Imaging (per image)</i>	\$0.24

Service Area Schedule

5720A Note: Additional services for which a specific rate is not listed will be offered at negotiated rate. Corodata reserves the right to apply an energy charge to each invoice. The above rates are valid for 90 days from date of the quote.

Matthew Monroe
Account Executive
Phone 951-817-6800 Ext 2224
Mobile 714-365-1375





Proposal ~ Records Management Services for City of Montclair

Prepared: 8/29/16

On behalf of Corodata, I am pleased to provide the following pricing and promotions to your facility for the safekeeping of your vital information and business records.

*Based on our meeting, please review my proposal below:

- ≠ Minimum Monthly Storage Cost = \$40/month
Transfer Box's will be stored at \$0.55 per box (Legal Size). Standard Box At \$.20
○ (Initial box count is provided as an estimate only; actual box count is to be determined)
≠ 3 Initial Trips to Pick-up Boxes At No Charge
○ (Market Value of approximately \$450.)
≠ Set up and access to Corodata's System and Web Applications At No Charge
○ (Market Value of over \$200.)
≠ 25 Standard Record Storage Cartons At No Charge
≠ 12 months Storage (Savings Of \$9,577.44) At No Charge

Corodata will not charge for the destruction of 50 boxes from initial storage inventory. This offer must be redeemed within the first 90 days.

Best regards,

Matthew Monroe, Account Executive
Corodata Corporate Services
(714) 951-1375 Cell
(951) 549-1697 Fax

Client Initials

Records Management – Document Destruction – Imaging – Data Protection

AGENDA REPORT

SUBJECT: CONSIDER AN APPROPRIATION OF AN ADDITIONAL \$40,000 FROM SUCCESSOR AGENCY 2014 LEASE REVENUE BOND PROCEEDS FOR COSTS RELATED TO THE MILLS AVENUE ALLEY REHABILITATION PROJECT, BRINGING THE TOTAL PROJECT COST TO \$160,000

DATE: September 6, 2016

SECTION: AGREEMENTS

ITEM NO.: 4

FILE I.D.: STA650

DEPT.: PUBLIC WORKS

CONSIDER AWARD OF CONTRACT FOR THE MILLS AVENUE ALLEY REHABILITATION PROJECT TO GENTRY BROTHERS, INC., IN THE AMOUNT OF \$141,200

CONSIDER APPROVAL OF AGREEMENT NO. 16-83 WITH GENTRY BROTHERS, INC., FOR CONSTRUCTION OF THE MILLS AVENUE ALLEY REHABILITATION PROJECT

CONSIDER AUTHORIZATION OF AN \$18,800 CONSTRUCTION CONTINGENCY FOR THE MILLS AVENUE ALLEY REHABILITATION PROJECT

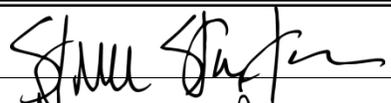
REASON FOR CONSIDERATION: Appropriations and awards of construction contracts require City Council approval.

A copy of proposed Agreement No. 16-83 with Gentry Brothers, Inc., is attached for City Council review and consideration.

BACKGROUND: The Mills Avenue Alley Rehabilitation Project is a design build project intended to provide pavement and drainage improvements to an existing alley generally located in the 9100 block of Mills Avenue. Improvements include removal and replacement of the existing asphalt concrete, construction of a concrete ribbon gutter, installation of American with Disabilities Act compliant pedestrian ramps, and asphalt pavement markings.

On Thursday, August 25, 2016, Deputy City Clerk Phillips received and opened three bid proposals for construction of the Mills Avenue Alley Rehabilitation Project. The bid results are shown on the following page. Following the bid opening, the three bid proposals were reviewed for completeness and accuracy. The bid proposal of the apparent low bidder, Gentry Brothers, Inc., provided all required documents and was deemed the lowest responsible, responsive bidder for the project. Gentry Brothers, Inc., has performed several street improvement projects within the City and is known

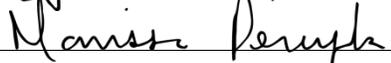
Prepared by:



Fiscal Impact
Finance Review:



Proofed by:



Reviewed and
Approved By:



to have the personnel, equipment, and job experience necessary to complete this contract in accordance with the plans and specifications.

This project is a 45 working-day project, with the design starting immediately and construction following in October 2016, to be completed no later than November 2016.

Bid results are as follows:

<i>Bidder</i>	<i>Bid Amount</i>
<i>Engineers Estimate.</i>	<i>\$120,000.00</i>
Gentry Brothers, Inc.	\$141,200.00
Hait Brink Asphalt Paving, Inc.	\$148,724.50
Hardy & Harper, Inc.	\$196,000.00

FISCAL IMPACT: The subject project was added to the Fiscal Years 2016–2021 Capital Improvement Program (CIP) and 2014 Lease Revenue Bond Proceeds were identified as the funding source.

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

1. Appropriate an additional \$40,000 from Successor Agency 2014 Lease Revenue Bond Proceeds for costs related to the Mills Avenue Alley Rehabilitation Project bringing the total project cost to \$160,000.
2. Award contract for the Mills Avenue Alley Rehabilitation Project to Gentry Brothers, Inc., in the amount of \$141,200.
3. Approve Agreement No. 16-83 with Gentry Brothers, Inc., for construction of the Mills Avenue Alley Rehabilitation Project.
4. Authorize an \$18,800 construction contingency for the Mills Avenue Alley Rehabilitation Project.

Infrastructure Fund Capital Project Funding Information

Project Name: 9100-9200 Mills Avenue Alley Improvement Project

Project Details: Reconstruct existing alley way including new PCC curb ramps and ribbon gutter

Preparation Date: March 28, 2016 Department: Public Works

Project No. (Assigned by Finance): _____ Contact/Ext.: M. Hudson/ x-441

Phase	Prior Years	Fiscal Years				Total	Fund/Program
		2016/2017	2017/2018	2018/2019	2020/2021		
Environmental							
Design							
RW Acquisition							
Construction		160,000.00				160,000.00	2014 Lease Rev. bond proceeds
Total	0.00	0.00	0.00	0.00	0.00	160,000.00	

Approvals:

Department: Public Works / Engineering Dept.

Finance By: _____

City Council Date: _____

Revision Number: 9/6/2016

By:  Date: 9-30-16

Date: _____

Total Project Cost: \$160,000.00

KNOW ALL MEN BY THESE PRESENTS: That the following Agreement is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **Gentry Brothers, Inc.** a **CORPORATION**, hereinafter referred to as "CONTRACTOR" and the CITY OF MONTCLAIR, hereinafter referred to as "CITY."

A. Recitals.

- (i) Pursuant to Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said notice.
- (ii) CITY did accept the bid of CONTRACTOR.
- (iii) CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the construction of:
- (iv)

MILLS AVENUE ALLEY REHABILITATION PROJECT

"PROJECT" hereinafter.

B. Resolution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do all work contemplated and embraced for the PROJECT. Said PROJECT to be performed in accordance with specifications and standards on file in the Office of the City Engineer and in accordance with bid prices hereinafter mentioned and in accordance with the instructions of the Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications are incorporated herein by reference thereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Notice Inviting Bids, the Instructions to Bidders, the Proposal and any City-issued addenda, together with this written Agreement, shall constitute the contract between the parties. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this written Agreement shall control.
3. TERMS OF CONTRACT: The CONTRACTOR agrees to execute the contract within ten (10) calendar days from the date of notice of award of the contract and to complete his portion of PROJECT within the time specified in the Special Provisions. CONTRACTOR agrees further to the assessment of liquidated damages in the amount specified in the Special Provisions or the Standard Specifications, whichever is higher, for

each calendar day PROJECT remains incomplete beyond the expiration of the completion date. CITY may deduct the amount thereof from any moneys due or that may become due the CONTRACTOR under this contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages.

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

5. **INSURANCE:** The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. **Compensation Insurance:** Before beginning work, the CONTRACTOR shall furnish to the Engineer a policy of insurance or proper endorsement as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

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

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

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- (1) Public Liability - Bodily Injury (not auto) \$1,000,000 each person; \$2,000,000 each accident.
- (2) Public Liability - Property Damage (not auto) \$500,000 each accident; \$1,000,000 aggregate.
- (3) Contractor's Protective - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
- (4) Contractor's Protective - Property Damage \$500,000 each accident; \$1,000,000 aggregate.

AGREEMENT

Agreement No. 16-83

- (5) Automobile - Bodily Injury \$1,000,000 each person; \$2,000,000 each accident.
 - (6) Automobile - Property Damage \$500,000 each accident.
 - c. The policy of insurance provided for in subparagraph a. shall contain an endorsement which:
 - (1) Waives all right of subrogation against all persons and entities specified in subparagraph 4.d.(2) hereof to be listed as additional insureds in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of CONTRACTOR or any subcontractor in performing the work provided for herein;
 - (2) Provides it shall not be canceled or altered without thirty (30) days' written notice thereof given to CITY by registered mail.
 - d. Each such policy of insurance provided for in paragraph b. shall:
 - (1) Be issued by an insurance company approved in writing by CITY, which is qualified to do business in the State of California;
 - (2) Name as additional insureds the CITY, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - (3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
 - (4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by CITY of a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."
 - (5) Otherwise be in form satisfactory to CITY.
 - e. The CONTRACTOR shall at the time of the execution of the contract present the original policies of insurance required in paragraphs a. and b., hereof, or present an endorsement of the insurance company, showing the issuance of such insurance, and the additional insureds and other provisions required herein.
6. **CONTRACTOR'S LIABILITY:** The City of Montclair and its respective officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the project or any part thereof, or for any of the materials or other things used or employed in performing the project; or for injury or

damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, whatsoever arising out of or in connection with the performance of the project. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the project or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment or award rendered against the CONTRACTOR or CITY covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder or reasonable settlement in lieu of judgment or award, and the CONTRACTOR agrees to save and hold the CITY harmless therefrom.
- c. In the event CITY is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the project, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.

Money due to the CONTRACTOR under and by virtue of the contract, as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

7. **NONDISCRIMINATION**: No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, sexual preference, sexual orientation, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of § 1735 of said Code.

AGREEMENT

Agreement No. 16-83

8. **INELIGIBLE SUBCONTRACTORS:** The CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform on the project pursuant to § 1777.1 and § 1777.7 of the Labor Code.

9. **CONTRACT PRICE AND PAYMENT:** CITY shall pay to the CONTRACTOR for furnishing the material and doing the prescribed work the unit prices set forth in accordance with CONTRACTOR's Proposal dated **August 25, 2016**

10. **ATTORNEYS' FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR
GENTRY BROTHERS, INC.
384 Live Oak
Irwindale, CA 91706

CITY
CITY OF MONTCLAIR, CALIFORNIA
5111 Benito Street
Montclair, CA 91763

Name Title

Carolyn Raft
Mayor Pro Tem

Date _____

Date _____

ATTEST:

Name

Andrea M. Phillips
Deputy City Clerk

Title

Date _____

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-84 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO PROVIDE A LICENSED CLINICAL SOCIAL WORKER FOR THE CASE MANAGEMENT PROGRAM	DATE: September 6, 2016
	SECTION: AGREEMENTS
	ITEM NO.: 5
	FILE I.D.: HSV044/SCH500
	DEPT.: HUMAN SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 16-84 with the Ontario-Montclair School District (OMSD) to continue the services of a Licensed Clinical Social Worker (LCSW) for the Montclair Community Collaborative's case management program.

A copy of proposed Agreement No. 16-84 with OMSD is attached for the City Council's review and consideration.

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

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

The term of proposed Agreement No. 16-84 is July 1, 2016, through June 30, 2017.

FISCAL IMPACT: The City's contractual obligation for the LCSW position would be \$4,178 per month. Should the City Council approve proposed Agreement No. 16-84 the funding has already been allocated in the Human Services Department Fiscal Year 2016-17 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-84 with OMSD to provide a Licensed Clinical Social Worker for the case management program.

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

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

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 6th day of September 2016 by and between the City of Montclair, hereinafter referred to as the “**CITY**,” and the Ontario-Montclair School District, hereinafter referred to as the “**CONSULTANT**.”

1. Services To Be Performed by Consultant.

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

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

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

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

2. Compensation.

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

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

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

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

3. Term of Agreement

The term of this Agreement is from July 1, 2016 through June 30, 2017, unless sooner terminated, pursuant to the provisions of Section 6 of this Agreement. **CITY** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **CITY** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **CITY** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant.

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

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

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

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

5. Obligations of City.

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

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

6. Termination of Agreement.

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

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

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

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

7. General Provisions.

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

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

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

1. Increase dollar amount;
2. Administrative changes; and
3. Changes as required by law.

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

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

(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records and files of **CITY**, **CONSULTANT**, or any subcontractor connected with the performance of this Agreement involving the expenditure

of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of **CITY** or as part of any audit of **CITY**, for a period of three (3) years after final payment is made under this Agreement. **CONSULTANT** shall preserve and cause to be preserved such books, records and files for the audit period.

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

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

“CITY”

By:

Signature

Carolyn Raft
Printed Name

Mayor Pro-Tem
Title

ATTEST:

Andrea Phillips
Deputy City Clerk

Date: _____

Date of City Council's Approval:

“CONSULTANT”

By:

Signature

Phil Hillman
Printed Name

Chief Business Officer
Title

950 West “D” Street
Address

Ontario CA 91762
City State Zip

(909) 445-2500
Telephone Number

Date: _____

END OF AGREEMENT FOR CONSULTANT SERVICES

Description of Services

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

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

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-85, A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTCLAIR AND THE MONTCLAIR POLICE OFFICERS' ASSOCIATION

DATE: September 6, 2016

SECTION: AGREEMENTS

ITEM NO.: 6

FILE I.D.: MPO350

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 16-85, a Memorandum of Understand (MOU) between the City of Montclair and the Montclair Police Officers' Association (MPOA).

A copy of the proposed Agreement No. 16-85 is included in the City Council agenda packets for review and consideration.

BACKGROUND: The City of Montclair and MPOA have reached agreement on the provisions related to the terms and conditions of employment. The proposed MOU shall be effective upon date of ratification by the City Council for the period July 1, 2015, through June 30, 2016. After June 30, 2016, the existing terms, conditions, and provisions of the proposed MOU shall remain in effect; and City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet-and-confer process or unless otherwise indicated in the proposed MOU.

Following is a summary of the changes in the proposed MOU related to the terms and conditions of employment:

- Article 7 (Section 7.01): This change relates to the cost of living salary adjustment provided to employees represented by MPOA. Effective December 28, 2015, the salary range for all classifications represented by MPOA was increased by 4 percent.
- Article 7 (Section 7.05): The change relates to the addition of Police Officer Standards and Training (POST) certificate pay for eligible Police Officers and Police Sergeants effective January 2016.
- Article 7 (Section 7.06): The change relates to the special additional pay of \$120.00 per month for Motorcycle Officers effective January 2016.
- Article 8 (Section 8.01): The change relates to an increase in the benefit fund contribution for employees represented by MPOA from \$975 to \$1,025 per month effective January 2016.

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

- Article 11: The change relates to an increase in the CalPERS member contribution paid by employees represented by MPOA. Effective December 28, 2015, members represented by MPOA will pay up to 8 percent of the CalPERS member contribution.
- Article 15(2): The change allows employees represented by MPOA working the 3/12.5 work schedule to use sick leave for a legitimate illness when it occurs on the day “payback” hours are scheduled.
- Article 16(J): The change allows members represented by MPOA to be paid the actual hours that they are present for mandatory off-duty court attendance (excluding breaks for lunch) rather than the previously specified court attendance hours of 8:30 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m.
- Article 44: The change relates to the term of the Agreement.

FISCAL IMPACT: There is no fiscal impact associated with ratifying the proposed MOU between the City of Montclair and MPOA other than what was included in the Fiscal Year 2015-16 and Fiscal Year 2016-17 Budgets.

RECOMMENDATION: Staff recommends that the City Council approve Agreement No. 16-85, a Memorandum of Understanding between the City of Montclair and the Montclair Police Officers’ Association.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 16-86, A TOLLING AGREEMENT WITH INLAND EMPIRE UTILITIES AGENCY, SUBJECT TO FINAL APPROVAL BY CITY ATTORNEY ROBBINS	DATE: September 6, 2016
	SECTION: AGREEMENTS
	ITEM NO.: 7
	FILE I.D.: SEW025
	DEPT.: PUBLIC WORKS

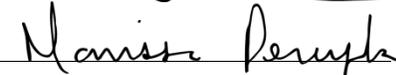
REASON FOR CONSIDERATION: Inland Empire Utilities Agency (IEUA) undertook an audit of regional contracting agencies, including Montclair, and found some irregularities regarding the manner in which sewer connection fees had been collected in the past few years. There has been some ongoing discussion with staff regarding the collection of these fees, but there has been no resolution to date. The statute of limitation for IEUA's ability to collect disputed fees is rapidly approaching, and rather than IEUA filing claims with the various contracting agencies, IEUA would like the contracting agencies to enter into a tolling agreement wherein the contracting agencies waive the statutes of limitations. Agreements with the City require City Council approval.

BACKGROUND: Under the Regional Sewerage Services agreement executed in 1972, IEUA provides sewage treatment for seven regional contracting agencies: the Cities of Montclair, Upland, Ontario, Chino Hills, Chino, and Fontana, and Cucamonga Valley Water District. Among other requirements of the agreement is a requirement that the contracting agencies collect sewer connection fees for new development as additional sewage flows are generated and flow to IEUA treatment facilities.

Last year, IEUA conducted an audit of the connection fees collected by each contracting agency and determined that all agencies, in IEUA's opinion, had under-collected and therefore underreported fees from developers. The results of that audit were given to the contracting agencies earlier this year. All the contracting agencies are disputing one or more findings of the audit. Discussions with IEUA are ongoing, but IEUA is concerned that unless the matter is resolved quickly, IEUA could lose its ability to collect disputed fees due to statutes of limitations associated with those collections.

IEUA has proposed a tolling agreement as a means by which IEUA and contracting agencies can continue to negotiate and resolve the issues involved. By contracting agencies agreeing to waive the statutes of limitations, IEUA would not feel pressured into filing legal claims now, in order to preserve its ability to collect fees in the future.

City Attorney Robbins has reviewed the proposed tolling agreement and has requested changes be made. A copy of the agreement with City Attorney Robbins' comments is attached. IEUA has targeted September 15, 2016, as a date by which it would like to

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

see the tolling agreement executed. That date is prior to the Council's next meeting date of September 19, 2016, hence the need for bringing a draft agreement to the City Council for approval.

FISCAL IMPACT: According to the IEUA audit, the City of Montclair owes a minimum of \$50,965 in uncollected sewer connection fees and as much as \$240,965. Not all of these fees are disputed by the City, and approximately \$12,000 has already been resolved with Montclair agreeing to the additional collection and reporting. The remaining amounts are expected to be resolved by the City within a month, and are estimated to be less than \$30,000.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 16-86, a tolling agreement with Inland Empire Utilities Agency, subject to final approval by City Attorney Robbins.

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is made by and between the CITY OF FONTANA, CITY OF CHINO HILLS, CUCAMONGA VALLEY WATER DISTRICT, CITY OF ONTARIO, CITY OF UPLAND, CITY OF CHINO, CITY OF MONTCLAIR (Contracting Agencies), AND INLAND EMPIRE UTILITIES AGENCY (IEUA). Each of the signatories hereto is sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties are all signatories to the Chino Basin Regional Sewer Service Agreement (Regional Contract); and

WHEREAS, in 2015 IEUA conducted an audit of the Regional Contract to evaluate how each of the Contracting Agencies apply the Regional Contract provisions and whether processes are in compliance with Regional Contract requirements. The audit sought to determine opportunities to improve processes and procedures, and to make recommendations to consider as part of the Regional Contract amendment and renegotiation; and

WHEREAS, the audit was finalized and presented to IEUA Board of Directors on October 7, 2015; the audit results were also presented to each of the Contracting Agencies; and

WHEREAS, IEUA alleges that the audit reveals that as a result of the manner in which the Parties have implemented, or failed to implement the Regional Contract some sewer system connection fees and wastewater treatment fees owed to IEUA have not been paid or have been underpaid; and

WHEREAS, on or about March 18, 2016, IEUA sent correspondence to the Parties, through the Regional Technical Committee as provided for in section 20D of the Regional Contract, raising the issue of ~~unreported/collected~~ and/or ~~underreported-collected~~ sewer fees and requesting a resolution of the issue. In correspondence dated June 16, 2016, the Parties, through the Regional Technical Committee responded with suggestions to avoid similar issues from occurring in the future; however, there remains a dispute between the Parties on unreported sewer connection fees, but offered no suggestions in dealing with the uncollected and under collected fees, nor was there a tender of payment of said fees; and

WHEREAS, IEUA believes that it has a valid claim for damages arising from breach of the Regional Contract relative to ~~unreported/collected~~ and ~~underreported-collected~~ fees as described in the audit (Tolled Claims); and

WHEREAS, while the parties desire to engage in discussions to resolve the Tolled Claims, the claim filing requirements provided in California Government Code section 911.2 which requires IEUA to file a claim for damages against the Contracting Parties in the near future, which would inhibit the parties from engaging in discussions to resolve the issues described herein;

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AGREEMENT

NOW THEREFORE, the Parties, in consideration of the mutual agreements set forth below, hereby agree and stipulate as follows:

1. Notwithstanding any other provision of this Agreement, the period commencing on September 15, 2016 and ending on March 15, 2017, inclusive (the “Tolling Period”), shall not be included in computing the running of any statute of limitations or claim filing statutes, including Government Code 911.2, in any action brought by IEUA on the Tolled Claims. Nothing in this Tolling Agreement shall revive a claim against which a statute of limitations has run prior to the commencement of the Tolling Period. Any defense of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

2. The Parties shall not assert, plead or raise, in any fashion, whether by answer, motion or otherwise, that any claims or causes of action are barred by the statute of limitations or equitable defense based on the passage of time during the Tolling Period in any action brought on the Tolled Claims. Any such defenses which may have existed prior to the commencement of the Tolling Period, or which may arise thereafter without inclusion of the Tolling Period in the computation of elapsed time, are not intended to be affected by this Agreement.

3. This Agreement does not constitute an admission or acknowledgement of any fact, conclusion of law, or liability by any Party to this Agreement. Nor does this Agreement constitute any admission or acknowledgement on the part of the Parties that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The Parties reserve the right to assert that no statute of limitations applies to any of their Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable and the right to contest any such assertion. Each of the Parties reserves all rights and defenses which each may have, except as set forth in this Agreement, to contest or defend any claim, action or discovery request, including, without limitation, the right to assert that any of the Tolled Claims were already time barred as of the effective date of this Agreement and the right to contest any such assertion.

4. This Agreement may not be modified except in writing signed by all the Parties. The Parties acknowledge that this Agreement may be extended for such period of time as the Parties agree to in writing. No provision of this Agreement may be waived unless the waiver is made in writing signed by the Party making the waiver. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

5. This Agreement shall not limit in any way the nature or scope of any claims that could be brought by the Parties in a complaint against the other Parties to this Agreement, or the date on which the Parties may file such a complaint, except as expressly stated herein.

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6. This Agreement is not intended to affect any claims by or against third parties.

7. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of this Agreement as set forth herein.

8. This Agreement is effective upon execution by all Parties, and may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Each Party shall transmit to the other Parties, by e-mail, a copy of the executed signature page. This Agreement may be entered into evidence in any action by a Party relating to the Tolled Claims.

9. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any other Party based on attribution of drafting to any Party. The Parties further agree that, should any provision of this Agreement be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term or provision, shall be deemed not to be a part of this Agreement.

10. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to all terms and conditions of this document. This Agreement shall be binding upon the Parties, and their respective successors and assigns.

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SIGNATURES

The City of Fontana consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this ____ day of _____, 2016.

BEST, BEST & KRIEGER, LLP

JEFFREY S. BALLINGER, ESQ.
655 West Broadway, 15th Floor
San Diego, CA 92101
(619) 525-1343
Jeff.Ballinger@bbklaw.com

Attorneys for the City of Fontana

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The City of Chino Hills consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this ____ day of _____, 2016.

HENSLEY LAW GROUP

MARK D. HENSLEY, ESQ.
2600 W. Olive Avenue, Suite 500
Burbank, CA 91501
(818) 333-5120
mhensley@hensleylawgroup.com

Attorneys for the City of Chino Hills

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The Cucamonga Valley Water District consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this ____ day of _____, 2016.

BEST, BEST & KRIEGER, LLP

JEFFRY F. FERRE, ESQ.
3390 University Avenue, 5th Floor
Riverside, CA 92501
(951) 826-8271
Jeff.Ferre@bbklaw.com

Attorneys for Cucamonga Valley Water District

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The City of Ontario consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this ____ day of _____, 2016.

BEST, BEST & KRIEGER, LLP

JOHN E. BROWN, ESQ.
3390 University Avenue, 5th Floor
Riverside, CA 92501
(909) 483-6640
John.Brown@bbklaw.com

Attorneys for City of Ontario

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The City of Upland consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this ____ day of _____, 2016.

JONES & MAYER

RICHARD L. ADAMS, II, ESQ.
3777 N. Harbor Blvd.
Fullerton, CA 92835
(714) 446-1400
rla@jones_mayer.com

Attorneys for City of Upland

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The City of Chino consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this ____ day of _____, 2016.

GUTIERREZ FIERRO ERICKSON

JIMMY GUTIERREZ, ESQ.
12616 Central Avenue
Chino, CA 91710
(909) 591-6336
jimmy@city-attorney.com

Attorneys for City of Chino

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The City of Montclair consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this ____ day of _____, 2016.

ROBBINS & HOLDAWAY

DIANE E. ROBBINS, ESQ.
201 W. F Street
Ontario, CA 91762
(909) 391-9000
der_robbinsholdaway@verizon.net

Attorneys for City of Montclair

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The Inland Empire Utilities Agency consents to the terms and conditions of this Tolling Agreement by its duly authorized representative on this ____ day of _____, 2016.

JC LAW FIRM

JEAN CIHIGOYENETCHE
5871 Pine Avenue, Suite 200
Chino Hills, CA 91709
(909) 941-3382
jean@thejclawfirm.com

Attorneys for Inland Empire Utilities Agency

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AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 16-3115 SUPPORTING THE CHINO BASIN WATER CONSERVATION DISTRICT'S STATUS AS A SPECIAL DISTRICT	DATE: September 6, 2016 SECTION: RESOLUTIONS ITEM NO.: 1 FILE I.D.: PRK500-10 DEPT.: CITY MGR.
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REASON FOR CONSIDERATION: On August 17, 2016, the Inland Empire Utilities Agency (IEUA) Board of Directors approved Resolution No. 2016-8-1 commencing the Local Area Formation Commission for San Bernardino County's (LAFCO) process of consolidation with the Chino Basin Water Conservation District (CBWCD). In order to preserve and support the partnership the City of Montclair has with CBWCD, it is recommended that, the City Council adopt a resolution supporting the Chino Basin Water Conservation District's Status as a special district.

A copy of proposed Resolution No. 16-3115 supporting the Chino Basin Water Conservation District's Status as a special district is attached for the City Council's review and consideration.

BACKGROUND: In May 2015, LAFCO completed its Service Review of Water Conversation report within the Valley Region. The entities that provide for the recharge of groundwater basins and other water services within the Valley Region include: Chino Basin Water Conservation District (CBWCD), Inland Empire Utilities Agency (IEUA), San Bernardino Valley Water Conservation District, San Bernardino Valley Municipal Water District, and the San Bernardino County Flood Control District.

In the report, LAFCO staff recommended the consolidation of the CBWCD and the IEUA into a single water conservation district based on the following categories: growth and population projections for the affected areas, location and characteristics of disadvantaged communities, present and planned capacity of public facilities and infrastructure needs, financial ability of agencies to provide services, state of and opportunities for shared facilities, and accountability for community service needs.

CBWCD was formed in 1949 with the mission to protect the Chino Groundwater Basin in order to guarantee that current and future water needs will be met. In conjunction with IEUA and San Bernardino County Flood Control District, CBWCD actively protects and replenishes the basin with rainfall and storm water discharge from the San Gabriel Mountains.

CBWCD's service area includes all or portions of the cities of Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, and Upland, and unincorporated areas of San

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

Bernardino County. Additionally, the CBWCD's primary function has evolved into providing water conservation education to individuals and organizations within the Basin to further promote the efficient use of local water resources. The recent expansion and improvement of the district headquarters and its demonstration gardens as well as landscape techniques contribute to this public education function.

The CBWCD's role as a center for education and community outreach is well established and cannot be understated. CBWCD has established itself as a vital resource for water conservation education and as a center that actively demonstrates water protection and conservation practices.

Diluting or divesting CBWCD of its mission is counterproductive to what is necessary for our region: the conservation of water and education of the population in water conservation practices. Without CBWCD's focused and vital services, the supply capacity to local water districts would be severely taxed, and the cost to deliver precious water resources would adversely impact the region's development and economic viability.

City staff is concerned that the partnership it has with CBWCD would be lost if it is consolidated with IEUA, with its uniquely different role related to water reclamation. Altering this effort by diluting CBWCD's mission and message would be detrimental to development of the west end of San Bernardino County, and harmful to the expansion of conservation practices and the education of children to their vital role as future custodians of our scarce water resources, as well as the loss of local control of water conservation practices.

As such, City staff recommends supporting Chino Basin Water Conservation District's continued status as a special district and opposes consolidation efforts by IEUA.

FISCAL IMPACT: The City Council's adoption of proposed Resolution No. 16-3115 would have no direct fiscal impact on the City's General Fund.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 16-3115 supporting the Chino Basin Water Conservation District's status as a special district.

RESOLUTION NO. 16-3115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR SUPPORTING THE CHINO BASIN WATER CONSERVATION DISTRICT'S STATUS AS A SPECIAL DISTRICT

WHEREAS, the Chino Basin Water Conservation District (CBWCD) was formed in 1949 with the mission to protect the Chino Groundwater Basin in order to guarantee that current and future water needs will be met; and

WHEREAS, in conjunction with Inland Empire Utilities Agency (IEUA) and San Bernardino County Flood Control District, CBWCD actively protects and replenishes the Chino Groundwater Basin with rainfall and storm water discharge from the San Gabriel Mountains; and

WHEREAS, the mission of CBWCD has been key to the social and economic development of the west end region of San Bernaridno County; and

WHEREAS, without CBWCD's focused and vital services, the supply capacity to local water districts would be severely taxed and the cost to deliver precious water resources would adversely impact the region's development and economic viability; and

WHEREAS, CBWCD's role as a center for education and community outreach is well established and cannot be understated; and

WHEREAS, the importance of water restoration and conservation efforts have become more pronounced especially during times of severe drought conditions across the state; and

WHEREAS, altering this effort by diluting the CBWCD's message and mission by consolidation with IEUA would be no less than detrimental to the development of the west end of San Bernardino County, and harmful to the expansion of conservation practices, and the education of children to their vital role as future custodians of our scarce water resource; and

WHEREAS, the City of Montclair is proud to be host community to the headquarters of the CBWCD and considers the partnership between the district and Montclair community to be an integral component to achieving a superior quality-of-life community standard, an educational guide for the protection and conservation of water as a natural resource, and an effective and essential tool for land management practices.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby support the Chino Basin Water Conservation District's status as a special district.

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. 16-3115 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 MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
AUGUST 15, 2016, AT 7:32 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Raft called the meeting to order at 7:32 p.m.

II. ROLL CALL

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

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
August 1, 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 August 1, 2016.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

At 7:33 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 7:46 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 7:46 p.m., Mayor Pro Tem Raft adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager